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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Late Judge Austin.

WE RECORD elsewhere with great regret the death of Judge AUSTIN. He attained very rapidly to a leading junior practice on the Western Circuit, and it was, we believe, somewhat of a surprise when, over twenty years ago, he left this to take the judgeship of the Bristol county court district. His success in that office was such as might have been expected from the promise of his earlier career, and, apart from his judicial qualities of learning, courtesy and tact, his independence and force of character, and his readiness to devote himself to the public good, were shewn by the extent to which his services were requisitioned in industrial matters. He was a conspicuous example of the merits of the county court bench.

The House of Lords List.

THE House of Lords list for these sittings contains twenty-four cases, of which seventeen are from England, six from Scotland and one from Ireland. If the Government of Ireland Bill becomes law this session, future cases from Ireland will go to the Privy Council, a change which perhaps will take us a step nearer to the amalgamation of the two tribunals. The English appeals include *Local Government Board v. Arlidge*, which raises the question of the propriety of certain proceedings of the Board (*ante*, p. 10; 1914, 1 K. B. 160); *Lumsden v. Inland Revenue Commissioners* (1913, 3 K. B. 809), on increment value duty where the increment value really represents builders' profits; *Inland Revenue Commissioners v. Marquis Camden* (*ante*, p. 219; 1914, 1 K. B. 641), as to the allowance of expenditure made by the lessee in assessing the original value of premises for the purpose of reversion duty; *Inland Revenue Commissioners v. Southend-on-Sea Estates Co.* (*ante*, p. 137; 1914, 1 K. B. 515), on the effect of a power to resume possession of agricultural land on making the land liable to undeveloped land duty; and *Inland Revenue Commissioners v. Brooks* (1914, 1 K. B. 579), on the assessment of

total income for the purpose of super-tax. Thus the work of the House will consist to a large extent of questions arising under the Finance Act, 1910. It may be noticed that by the Revenue Bill of last year, which was withdrawn, it was proposed to overrule the *Lumsden* case, and presumably this will be repeated in the Bill of this session, which is not yet issued. In addition there are two interesting shipping appeals, one arising out of the collision of *The Olympic* and *H.M.S. Hawke* (1913, P. 214), and the other—*Oceanic Steam Navigation Co. v. Ryan* (*ante*, p. 303)—on the liability of the company for negligence, notwithstanding an exemption clause on the back of the contract-ticket.

The Trinity Appeal Cause Lists.

THE Court of Appeal list for these sittings consists of 283 appeals in the final and general list and 20 in the interlocutory list, a total of 303 cases. Of these 29 are Chancery final appeals, as against 32 at the commencement of last sittings, and 54 a year ago; so this part of the work of the court continues to be light. The number is exactly the same as at the beginning of the Hilary Sittings this year, and by a curious coincidence the total of appeals and causes now is the same as at the beginning of last sittings—namely, 1364. There is one appeal from the County Palatine of Lancaster, three from the Probate and Divorce Division, eight in Admiralty and five in Bankruptcy. The bulk of the work continues to consist of King's Bench and Workmen's Compensation Appeals. Of the former there are 164 final and new trial cases. At the beginning of last sittings the number was 188; in Hilary 209; and a year ago 125. The great pressure of these appeals began last Michaelmas, and the figures shew that it has been diminished; but the present figure—164—is still abnormally high, and, unless heavy arrears are to be left over the Long Vacation, there must clearly be a continuance of the third court. This view is supported by the state of the Workmen's Compensation Appeal list. This numbers 73, as against 57 at the commencement of last sittings, 56 in Hilary, and 46 a year ago. This part of the work, therefore, is exceptionally heavy. The total of the final appeals—283—is, indeed, only 14 less than at the commencement of last sittings—297—notwithstanding the sitting of a third court. Among the appeals is *Harjer v. Eijolfsson* (*ante*, p. 282), on agreements between solicitors and their managing clerks; *Jay's Furnishing Co. v. Brand* (*ante*, p. 129; 1914, 1 K. B. 132), as to the exception in the Law of Distress Amendment Act, 1908, of goods comprised in a hire-purchase agreement; *Associated Newspapers v. City of London* (*ante*, p. 332), as to the rating of land reclaimed from the Thames; and the appeals from the decisions of SCRUTTON, J., in the agricultural site value cases—*Inland Revenue Commissioners v. Smyth* (the *Norton Malvern* case) and *Hunter v. Inland Revenue Commissioners* (the *Chells* case). These are numbered 134 and 135 in the King's Bench appeal list.

The High Court Lists.

THE Chancery Division list contains a total of 257 matters, which is the same figure as a year ago. Last Michaelmas it was 368, in Hilary 290, and at Easter 301. Apparently it will be easy to spare a Chancery judge to assist in forming a third Court of Appeal. In addition there are 42 winding-up matters, which is the lowest figure in the past year. In the King's Bench Division the Divisional Court list contains 191 cases: this also is the lowest in recent terms: a year ago it was 206, but then the revenue paper was swollen with a list of ineffective cases which have since disappeared. At the commencement of last sittings the number was 148. The actions for trial now number 250: an increase of nearly 100 on the Easter sittings, when the number was 152. But, as is well known, the list had been reduced by special efforts: a year ago it was 464, and at the beginning of last Michaelmas Sittings it was 510. The present increase, however, suggests that arrears will soon accumulate again unless adequate judicial force is available for dealing with the work. The total of cases in the King's Bench Division is 381, as against 310 last sittings, 841 at Michaelmas, and 675 a year ago. The Probate, Admiralty and Divorce Division has 340 probate and divorce causes and 41 admiralty causes; last sittings the figures were 352 and 37, and a year ago 410 and 56; so that an appreciable diminution is shewn.

The New Court Hours.

IT is announced that the judges of the King's Bench Division have resolved that for the future the normal hours of sitting in that division on all weekdays other than Saturdays shall be from 10.15 a.m. to 4.15 p.m., and that, on Saturdays, only such number of judges shall sit as may be necessary to dispose of order 15 cases, further considerations, and especially urgent business. The judges of the Chancery Division, with the exception of Mr. Justice JOYCE, adopt the same policy, in pursuance of an arrangement with Lord LOREBURN when Lord Chancellor; though in order, apparently, to show their judicial independence they make this innovation on the old practice in a sort of go-as-you-please style. WARRINGTON, NEVILLE, and SARGANT, JJ., make up for the cancelling of Saturday by sitting on other days from 10.15 a.m. to 4.15 p.m.; and EVE and ASTBURY, JJ., from 10.30 a.m. to 4.30 p.m. On the face of it the want of uniformity is inconvenient and—may we say?—absurd; if there is a reason, this should be stated. The judges have now by common consent decided to drop Saturday, but we have frequently expressed the opinion that a slight addition to the five working days is not the equivalent for the sacrifice of the sixth day. But doubtless the change is due as much to social causes as to the wishes of the judges, and, indeed, it purports to be based on the public convenience. As far as the judges are concerned, we understand that the day is required for the reading of papers, and only the unenlightened would suggest golf.

The Late Sir William Anson.

ONE BY one the great figures in the legal world of the nineteenth century are passing from us, and the general verdict is that they have left no successors of equal greatness to fill their places. This is true of judges and advocates; but it is equally true of lawyers whose fame rests on eminence in legal scholarship and not on forensic success. There has been no more dignified and stately figure in the annals of great academic jurists than that of Sir WILLIAM ANSON, who has just died. His eminence in the field of pure legal scholarship is equalled only by that of the late Professor MAITLAND, although, of course, the latter was a great historian as well as an eminent writer on juristic subjects. Sir WILLIAM ANSON's treatises on the Law of Contract and on the Law of the Constitution are indeed, in their way, quite unique; no other works of equal originality can claim to be so analytically methodical, and so symmetrical in their arrangement. The treatise on Constitutional Law, of course, is the recognized authority on the matters with which it is concerned; it deals with the purely legal aspects of English Government more precisely than any other treatise, not even excepting the Constitutional History of MAITLAND and DICKY's Law of the Constitution. Perhaps, too, in the best sense of the term "academic," it is the most perfectly and completely academic law-book that ever was written. One feels, on reading its lucid and measured pages, that only a writer who was Warden of All Souls and Vice-Chancellor of Oxford University, only one who had filled a great niche in a great centre of traditional and ceremonious learning, could produce a work so completely elegant without ceasing to be solid and practical. But it would be a mistake to regard Sir WILLIAM ANSON as only a great academic figure and a distinguished writer of legal textbooks; he was also a very practical man of affairs. As chairman of Oxfordshire Quarter Sessions he shewed judicial capacity of a high order, and gave many decisions on points of criminal law which were recognized and followed as authoritative by courts of co-ordinate jurisdiction. As member for his University in Parliament he did useful work for the political party which he supported, and added prestige to the office of Minister for Education by temporarily filling it for a short period in 1902. It is unnecessary to add that in the House of Commons the mingled dignity, simplicity, and personal charm which was characteristic of him, gained him the universal respect of all parties in the House.

A Romantic Lawyer.

PERHAPS IT would be impossible to find in the whole serried ranks of the English bar any lawyer who differed more completely

from Sir WILLIAM ANSON than Sir DOUGLAS STRAIGHT, who died within the same period of four-and-twenty hours. ANSON was an Etonian and an Oxonian who will be remembered chiefly in those academic circles which are so fully represented among successful lawyers; but Sir DOUGLAS STRAIGHT, who left Harrow at the age of sixteen and thereafter earned his livelihood by journalism, will be remembered chiefly in Fleet-street, and by the Old Bailey bar. In the early seventies, when he began to practise, work at the Old Bailey was almost a monopoly of four men, whose tradition is still jealously preserved by that most Bohemian section of the profession, namely, Sir HARRY POLAND, Mr. MONTAGU WILLIAMS, Mr. BESLEY, and Sir DOUGLAS STRAIGHT. Polished, acute, and plausible, and owing some at least of his success to his romantic and interesting appearance, DOUGLAS STRAIGHT was the BENJAMIN DISRAELI of the English junior bar. Like his hero, DISRAELI, however, he had three passions which were probably stronger than his love of law. He adored literary excellence and desired literary fame; he cherished political ambitions; and he had that curious love of all things Oriental which a few celebrated Englishmen in every generation have felt and which it is now the fashion to describe as the "Call of the East." Each of these three passions had its influence on Sir DOUGLAS STRAIGHT'S career. He was elected for Shrewsbury as a Conservative member in 1870, at the early age of six-and-twenty—a very remarkable feat in the mid-Victorian age for a youth who had neither money, rank, influence, nor the prestige of a university career. But in 1879, when only five-and-thirty, he was offered, and accepted, an Indian High Court judgeship; and, to the surprise of his friends, he sacrificed for this office what appeared to be the promise of an equally brilliant career at the bar and in politics. But, after twelve years' service, an Indian High Court judge is entitled to retire on a pension, and so in 1892 Sir DOUGLAS returned to England, free to renew, if he chose, his political career. But he failed to get into Parliament at the General Election of that year, and thereafter he abandoned politics for journalism. Or perhaps, to put it more correctly, he satisfied his love for politics through a journalistic medium—the editorial chair of the *Pall Mall Gazette*, which he occupied in succession to such notable figures as Lord MORLEY and the late WILLIAM T. STEAD. Under his editorship the *Pall Mall Gazette* reached a high level of excellence, and achieved a great political influence. On the whole, it may fairly be said that few more romantic and versatile birds of passage have found a temporary resting-place at the English Bar than the late Sir DOUGLAS STRAIGHT.

The Vexatious Actions Act.

THE Court of Appeal, by a majority of two to one, has just decided in *Re Bernard Boaler* (*Times*, May 30th) that criminal proceedings are not within the scope of an order made under the Vexatious Actions Act, 1896. That statute permits the High Court, in its discretion, to make an order against any person who has habitually and persistently "instituted vexatious legal proceedings," restraining him from so doing in future, unless and until he has received the leave of a High Court judge. Now the words "legal proceedings" are no doubt equally applicable to civil and criminal proceedings; and therefore, in deciding whether the statute intended them to apply to both or only to civil proceedings, one must have regard to such other intrinsic evidence as the statute itself supplies (*per* Lord ESHER, M.R., in *Reg. v. City of London Judge*, 1892, 1 Q. B., at p. 290). Of course, one can never look to extrinsic evidence: one must seek assistance only from matters within the four corners of the statute itself, except where "surrounding circumstances" may be looked at in order to ascertain the situation with which a statute was dealing. Now, in the present case, three such intrinsic matters help us. One is the short title of the Act; the statute says it may be cited as the Vexatious Actions Act, and the title is undoubtedly, in cases of ambiguity, a guide to the meaning of the Act: *Vacher v. London Society of Compositors*, (1913, A. C. 107). Notwithstanding the contrary view of Lord Justice BUCKLEY, it is a little difficult to believe that the word "Actions," in the opinion of the legislature, has any reference to criminal proceedings. Again, a

marginal note to section 1 runs "Power of Court to prohibit institution of action without leave." This certainly strengthens the view suggested by the short title. Lastly, the nature of the prohibition imposed by the statute seems to indicate that it does not apply to criminal proceedings. For the party inhibited is debarred from "instituting legal proceedings" without the leave of a High Court judge. Can it be seriously supposed that a man who has been assaulted or robbed is not to be allowed to take out a summons until he has made an application to a judge sitting in London? These intrinsic considerations seem enough in themselves to support the view of the majority; but the other arguments may be added for what they are worth. Vexatious abuse of criminal proceedings is already restrained in all the more flagrant cases likely to arise by the Vexatious Indictments Act, 1857; so that the statute was not necessary to deal with such cases. It was obviously passed in contemplation of the abuse of civil process. Again, a statute restricting the liberty of the subject, i.e., recourse to the protection of the Law Courts, must surely be construed in his favour, whenever its language is susceptible of either a strict or a wider view.

The Conference of the International Law Association.

WE HAVE received from the International Law Association a notice that arrangements are now in a forward state for the forthcoming conference to be held under the auspices of the association at the "Palace of Peace," at the Hague, from the 7th to the 12th of September. Among the subjects to be discussed are International Arbitration and Disarmament, including a paper by Dr. W. EVANS DARBY, the Secretary of the Peace Society, London, and the report of the committee by Sir THOMAS BARCLAY, chairman; the Law of Aviation; the International Position of Companies and Associations, with the report of the committee by Mr. W. WYNDHAM BEWES; Bills of Exchange and Cheques, with the report of the Anglo-American Committee, by the convener, Dr. E. J. SCHUSTER; and a paper by Dr. FELIX MEYER, Judge of the Royal Prussian Court of Appeal, Berlin; the Adhesion of Great Britain, the United States and other Countries to the Hague Conventions; the Exemption of Private Property at Sea from Capture in War, with a paper presented on behalf of the Netherlands Shipowners' Association; Questions arising out of the Loss of *The Titanic*, with a paper by Mr. G. WHITELOCK of Baltimore; and Negligence Clauses in Bills of Lading; and the serious business of the conference is to be diversified by numerous excursions and social functions.

Women and the Profession of the Law.

IT is stated in the current number of the Law Society's Gazette that resolutions expressing opposition to the Solicitors (Qualification of Women) Bill have been received from the following societies, viz.: The Berks, Bucks, and Oxon Law Society, the Nottingham Law Society, the Oldham Law Society, the Wolverhampton Law Society, the Manchester Law Society, the Stockport Incorporated Law Society, the Carlisle and District Law Society, and the Halifax Incorporated Law Society. In an article in the *Times* of the 2nd inst. one of the leading reasons against the change, namely, the present overcrowded state of the solicitors' branch of the profession, was very forcibly stated. The sudden influx into the profession, of a large number of women would, it was said, make matters still worse, and the newcomers would find very little return for the very heavy preliminary expenses they would be called upon to bear. And the suggestion was once more made that the members of the Government who are in favour of the change should recommend it rather to the Inns of Court, where they may expect to have more influence than with the Law Society. But the remainder of the session is likely to be too full of more pressing matters for the question to be discussed in Parliament, and since the recent decision of the Court of Appeal the change rests with that authority. The writer in the *Times* suggests that the present position of the solicitors' profession is a passing phase, dependent on the tendency of recent legislation to check the transfer of property. This raises a wide question; but we may express the hope that the phase is in fact only transitory.

Debt Collectors' Notices.

To A large extent county courts were established as debt collecting courts, and this character they have retained notwithstanding the important and very diversified work of a different character which later legislation has imposed upon them. And as instruments for debt collecting, they have been extremely efficient; so efficient, indeed, that it has become the practice with certain debt collectors to imitate their process, and to collect debts for their employers by the simple process of sending a summons threatening execution and imprisonment. The attention of the Council of the Law Society has been called to this abuse, and we print elsewhere a report of the Professional Purposes Committee which has been adopted by the Council. The report recommends that a memorandum should be sent to all the county court judges, and to the Association of County Court Registrars, calling their attention to the practice, and suggesting that action should be taken by them in suitable cases. But it is easier to suggest action than to specify what the action is to be. Under section 180 of the County Courts Acts, 1888, it is felony to serve any person with a paper falsely purporting to be a copy of any process of the court, but the notices in question, while they suggest pains and penalties in the event of non-payment, do not, apparently, purport to be actual process of the court so as to come within this enactment, and if ultimately the debtor is brought before the court on a properly issued summons, the fact that a notice of this kind has been issued and disregarded is a matter irrelevant to the case. Section 180 might be strengthened, but we are not sure that this could be done with effect, or, indeed, that the legislature could be induced to interfere. The result of the Council's memorandum will be watched with interest, tempered, perhaps, with a little scepticism.

The Metropolitan Police-Courts.

It is curious how quickly conventional opinions seem to change with the times. Views as to the value of institutions, which at one time seemed so universally held and so deeply rooted as to be unchangeable, become old-fashioned almost in a day. A good instance of this is afforded by our metropolitan police-courts, which ten years ago were the subject of all but unanimous praise. It was commonly agreed that the administration of summary justice by our stipendiaries came as near to perfection as could reasonably be expected in the case of any human institution. To criticise it was to be deemed either a faddist or a revolutionary. But to day all this is changed. Attacks upon the wisdom of our modern cadis who sit beneath the palm trees of the metropolis are heard upon every side. Even the *Times* has entered into the lists as a critic, and has published an article from a special correspondent roundly attacking the whole system.

So far as we can gather, the lines of attack are in substance four in number. It is suggested that the men who are appointed as stipendiaries are usually technical lawyers who have little understanding of the conditions under which the people at large live. It is likewise urged that the police court missionaries and the probation officers are seldom persons of broad training and enlightened views. Then the actual methods of trial are criticized. It is said that ordinary cases are rushed through without proper investigation, and that prisoners often fail to understand the nature of the charge against them; no proper guidance being given them by the magistrate, who is theoretically supposed to act as legal adviser of the undefended. Lastly, in a letter from a practising barrister, a powerful attack is made on the prohibitive cost of appeal to quarter sessions, which undoubtedly does render appeal impossible to all but the well-to-do. We propose to consider in turn each of these allegations.

As regards the first point, the character and competence of the metropolitan magistracy, we really do not think there is very much in the attack. Nearly all our present-day stipendiaries are experienced practitioners at the criminal bar, who have spent long years in criminal courts prosecuting or defending the class they are now called upon to judge. They have come to understand ordinary human nature pretty well; probably a good

deal better than the amateur social reformer who visits a police-court, and is shocked because his own belief in some artful dodger's pitiful story is not shared by the magistrate. They also understand the police, their merits and their limitations. And they know the real weight which must be attached to evidence, of which the best intentioned layman is usually anything but a first-rate judge. Indeed, in our opinion, the real weakness of our magistracy is not that they fail to view cases from the broad standpoint of the intelligent layman, but that they share too often the current social superstitions of the latter. The plain man in the street is apt to be full of sentimental sympathy for certain classes of criminals, and of equally sentimental indignation against others; he will scarcely listen to the case for the defence at all where his moral indignation is aroused; and the magistrate too often shares this tendency. To take a common instance, a man accused of living on the immoral earnings of women is practically condemned before he is tried by most laymen and many magistrates. And yet experience shews that it is just this kind of case in which there is the greatest danger of a false charge being invented by a spiteful or hysterical woman; and we fear that unjust convictions for the offence are much more frequent than anyone imagines. What is wanted, in order to secure a wise administration of criminal justice, is not the emotional temperament which responds to every mood of popular feeling or moral indignation, but the calm and just mind which has trained itself to dismiss all preconceived prejudices and to try every case on its merits. On the whole, our present magistrates, while far from perfect, come nearer to this ideal than do the social reformers who attack them.

There is much more truth, we think, in the criticism passed on the police-court missionaries. Of course there are many admirable men amongst them. But, on the whole, the impression they make upon us, after careful and somewhat extensive observation, is that they are very seldom naturally fitted for the work they do. Most of them give one the impression of being ministers or church-workers who have failed, through no fault of their own, to find better work to do, and who have fallen back on work at the police-courts. They perform their tasks conscientiously, but rigidly. They have little real sympathy with sin or suffering, and as a rule view with horror the prisoner accused of an odious offence. Now, pharisaism is never a good basis from which a missionary can hope to get results. Nor do we attach much importance to the compliments paid the missionaries by magistrates; these are largely conventional and resemble the praise of his oratory always accorded in the House of Commons to a maiden speaker. We ourselves are inclined to think that a police inspector of the better and more enlightened type would do the work of superintending persons on probation much better than most of the present-day officers, whether official or voluntary helpers.

But we are very heartily in agreement with the criticism which has been advanced of magisterial methods of hearing petty cases. Frankly, the petty case is not properly tried at present, either by stipendiaries or by unpaid justices. This is not always the fault of the magistracy. Petty cases are monotonous; they are sordid; they take up time which the court can ill afford to spare. Therefore they are hurried over. Indeed, in London, where very often a Local Government case or a Home Office prosecution under some statute is in the day's list, involving the hearing of legal arguments from counsel, the magistrate is apt to rush through these small charges of assault and drunkenness and soliciting at lightning speed; he wishes to get them over in order that he may tackle the big case which has something of interest in it. The result is that, unless the prisoner arouses the sympathy of the bench, no assistance is given to him or her. Prisoners are asked, at the close of the examination-in-chief of each witness, whether they have any questions to put. Most prisoners proceed to make a statement; they are then sternly told to "ask questions, not make a speech," with the result that they relapse into frightened silence. Even when the prisoner does proceed to put questions, he naturally puts them in so cumbersome a form that the bench impatiently rules them out. No advice as to the kind of questions he should put is given him, save in exceptional cases, and neither magistrate nor clerk

helps him to recast in proper shape a question disallowed because of its form. Yet, when he comes to put forward his defence, magistrates constantly treat him as if he knew all the technicalities of procedure, and disallow some line of evidence in his defence because he had not cross-examined the plaintiff's witnesses upon it! Undefended cases, to be perfectly frank, are hardly ever properly tried, save under the direction of a superior judge who is not hurried. By undefended cases, of course, we mean those in which no professional advocate is employed.

The obvious remedy for all this is the institution of a public defender. Every magisterial court ought to have at least one official advocate allotted to it whose duty it would be to conduct the defence in every case, civil or criminal, where the defendant has no advocate and does not prefer to conduct his case himself. This seems so elementary a matter of justice that—except perhaps on grounds of expense—one would not *à priori* expect anyone to oppose it. Yet in fact no proposed reform meets with such bitter opposition from officials. One magistrates' clerk writes to the *Times* to say that its adoption is quite unnecessary, since in every genuine defence the bench always carefully investigates the case. This carries its own refutation. It implies that magistrates and their clerks make up their minds at the outset whether or not there is a genuine defence to the case, and then hurry it through, or investigate it carefully, according as their preconceived opinion inclines one way or the other. The mischief of such a course is obvious. Again, the same advocate for the existing order of things goes on to say that if a public defender were to be instituted, the whole course of police-court proceedings would be blocked. Just consider what this means. It means that if every case were investigated with the thoroughness employed when a professional advocate defends, *i.e.*, if every case were investigated in the way every case ought to be investigated, then the police-courts would not get through their work. If this is really so, it is obvious that the work is only done at present by indulging in a superficial investigation of undefended cases.

Lastly a word must be said as to the denial in practice to poor prisoners of the right of appeal to quarter sessions in every case where imprisonment without the option of a fine is inflicted, a right which is theoretically granted by the Summary Jurisdiction Acts. This right is fenced round with red-tape regulations, compliance with which is a condition precedent, and it is dependent on the giving of security for costs, which a poor defendant never can give; with the result that prisoners who wish to appeal simply cannot do so. It is time that all this red-tape and expense were abolished. The right of appeal should be made readily available by all.

Annulment of a Separation Deed by a Reconciliation.

THE student should be very careful lest he is misled by uninvestigated familiar things or appearances. A deed, beautifully and fairly writ on several skins of parchment, and as neatly indorsed, gives an idea of completeness, inasmuch that, if any part were abstracted, one feels the residue must fail of effect. Yet if the instrument be read with attention and intelligence, it may, on analysis, be found in truth, a record, not of one transaction, but of two or more, which, being germane, and arising out of one common circumstance, or dictated by one common object, the draftsman has recorded in a single instrument. Had the draftsman been preparing a modern Act of Parliament, he would have considered the convenience of dividing it into parts, and of labelling them Part I., Part II., etc.

If we remember right, Sir RICHARD MALINS deserves the credit of being the first judge to point out this truth with respect to the class of instrument which is commonly, and somewhat too indefinitely, called and labelled a separation deed. While, on the one hand, such an instrument may be found to express nothing more than the arrangements made between the husband and the wife for their living apart, and may comprise nothing beyond the purview of a deed of separation in the strictest sense of the term ;

on the other hand, it may be more or less clear that it comprises another and second part, which expresses a post-nuptial settlement of some of the property of the husband and the wife, or of one of them.

And the vital importance of recognising clearly this two-fold character of some—and possibly the majority—of these deeds is apparent when an adviser is called upon to consider the proposition, for which there is plenty of authority, that a reconciliation between husband and wife of their unhappy animosities, and a return by them to cohabitation, of itself puts and end to all the effects of the separation, including, in the absence of any stipulation in the instrument to the contrary, the rights expressed in the deed of separation. This proposition is undoubtedly correct so far as respects one class of these deeds—a simple deed expressive of arrangements solely and entirely applicable to the separation—and as respects so much of another class as relates to such arrangements. But it is now equally clear that, as a general rule, the proposition is incorrect with respect to the additional part of the other class of these deeds, which will still stand as an effectual voluntary post-nuptial settlement of property; and not the less so because it was arranged upon the occasion of a separation, and that separation was the cause and motive of it all; or because the instrument by which it is declared contains provisions which have fortunately become spent.

As illustrations of this interesting principle, it may be recalled that, in recent years, an arrangement for a wife to enjoy furniture (*Nicol v. Nicol*, 31 Ch. Div. 524), or for her to have a weekly allowance (*Rowell v. Rowell*, 1900, 1 Q. B. 9), during the remainder of her life has been litigated, and apparently each determines on a resumption of cohabitation; while a provision for a husband in the event of his surviving his wife, or for a child of the marriage, out of the property of the wife (*Ruffles v. Alston*, L. R. 19 Eq. 539), or for the wife for her life and afterwards for the existing children of the marriage out of the property of the husband (*Re Sparks' Trusts*, *Sparks v. Massey*, 1904, 1 Ch. 451), has been held to be a provision beyond the purview of a simple deed of separation, and, as a post-nuptial settlement, not to be determined by a reconciliation and a resumption of cohabitation. And it is apprehended that the fact that a limitation is expressed to be during the life of a husband or a wife will not of itself be conclusive testimony that part of the instrument was such a settlement: see *Nicol v. Nicol* (*ubi sup.*, at p. 531).

Imperative and helpful as it is to bear in mind this dual character of many deeds executed upon the separation of husbands and wives, it would be a great mistake to ignore that this construction of them is subservient to the intent. The contract of separation is no exception to the rule that a contract is a manifestation of concordant intention; and the court has still to discover what the parties meant. All said and done, the question whether a part of a particular instrument may be regarded as a post-nuptial settlement or not, will depend upon the proper construction of the instrument itself (*Nicol v. Nicol*, *ubi sup.*). All the reported cases, will, we think, be found to proceed upon this view. And it need scarcely be added that, such being the case, precedents are for the most part immaterial, except in so far as they skilfully elucidate, or illustrate, principle, because they depend upon instruments differently worded.

This dominance of intention will forcibly suggest to a thoughtful draftsman the great, the almost imperative, necessity of excluding future controversy by the insertion of a considered and careful provision in the separation deed for the contingency of the reconciliation of the unfortunate existing animosities. Very nice questions as to the intention of the parties have arisen, and are as likely to arise in future, where, for conciseness, a reconciliation clause has been omitted, or, from a too hasty preparation, has been imperfectly thought and worked out, and in consequence inaptly expressed. To seek, however, to make such a clause applicable to all future reconciliations, and the separation clause to revive during all, or any, periods of estrangement after the first reconciliation, is useless; for it would contravene the very proper rule against providing for a future separation on the ground of public policy: see *Westmeath v. Westmeath* (1 Dow & Clarke, 519) and *Cartwright v. Cartwright* (3 De G. M. & G. 982).

In this connection it is worth remarking that the fact of living in

a state of the highest animosity, under the same roof, does not amount to a reconciliation (*Bateman v. Countess of Ross*, 1 Dow, 235, 245). Nor, so far as we are aware, is there a case in which acts of casual or intermittent marital intercourse have been held sufficient to determine a deed of separation. In the old and leading case, where a nobleman and his lady executed a deed of separation, it appears the lady was prevailed upon to allow her husband to occupy apartments in the same house with her until he could get an appointment abroad. Accordingly for about a year they resided, dined, visited and travelled together, and appeared to the world to be living together as man and wife. The House of Lords held that, in such circumstances, the deed of separation could not be sustained (*Westmeath v. Westmeath*, 1 Dow & Clarke, 519; see also *Brindley v. Mulloney*, L. R. 7 Eq. 343). In another interesting and instructive case of more recent date, where the parties were of less social position, the wife, upon the separation, took and conducted a boarding-house; her husband visited her at times at this house, occasionally went to theatres and places of amusement with her, and two or three times had intercourse with her, to which intercourse she had consented on certain representations, and without any idea of a resumption of cohabitation. The Court of Appeal held that the fact of this concubinal intercourse was not *per se* conclusive evidence of determination of the separation, and an avoidance of the separation deed (*Rowell v. Rowell*, *ubi sup.*).

An unfortunate incompatibility of temper, or the melancholy domestic conflicts, or circumstances, of the married life, may render it advisable that two separated spouses should continue to live apart. Yet it would be to their credit if they let by-gones be by-gones, and, repenting, forgave each other for the past. In such case they may meet, and, in course of time, some of the old feeling and sympathy may be revived; and peradventure varying and different conduct will follow, depending probably very greatly on the upbringing of the two, and the standard of ethics and of responsibility which each accepts. From this conduct an adviser has to discover what the parties intended; and even admitting that the evidence is clear and undisputed, the task of discovering whether the conduct constitutes a reconciliation or not, will be far from an easy or simple one (*cf. Frampton v. Frampton*, 4 Beav. 287). The adviser will have to reconstruct for himself the social habits, the mental attitude, and the particular surroundings of the spouses, and then educe a reasoned and trustworthy conclusion from their conduct. And a just and satisfactory solution of this difficult problem, and of its effect on the deed executed upon the separation, may be of the utmost importance; not only between two persons of not (it is permissible to presume) the most unselfish, placid, and urbane temper, but as deciding the rights and liabilities of third parties in the property comprised in the deed.

Correspondence.

Punctuality in King's Bench Chambers.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Apropos of the notice just issued to the effect that the King's Bench judges are about to sit for half-an-hour longer five days a week, I venture to suggest that the Masters of that Division should also reform their procedure. "Time Summonses" are put down for 10.30 a.m., but the Master frequently does not attend until close upon 11 o'clock. As litigants are bound to be ready in case the master should be punctual, a great deal of time is wasted. The whole system of giving fifteen minutes' grace is bad and should be abolished. Practitioners in chambers should know that the same punctuality is observed there as in the courts themselves.

June 6.

SOLICITOR.

The Use of Original Documents.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Modern judges, as appears from one of the paragraphs under the head of "Current Topics" in this week's SOLICITORS' JOURNAL, prefer to use copies of the documents which they have to construe, and not the originals. This was not the practice of Sir George Jessel. He always preferred the original documents to those which

in his language "solicitors call copies." On more than one occasion he found that the production of the original was of itself sufficient to settle a point of construction to determine which a suit had been instituted. I can call to recollection a case in which one of the Vice-Chancellors having distributed one share of a residue between children or issue in a particular manner, another Vice-Chancellor ordered another share to be distributed in a different way. On an appeal against the second decision, the Lord Justices found that one of the Vice-Chancellors had given his decision upon a copy which differed from the original document. As a student, I read in the chambers of Mr. Charles Davidson and Mr. Chapman Barber. They once met in consultation, after having given opposite opinions on the construction of a particular document, and it was then discovered that the copy furnished to one of them was incorrect, and their respective clients went away in agreement. W.

Costs on Failure to Proceed with Opposition to Trade-Mark.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—May we enquire the views of your readers as to the power of the Registrar of Trade Marks, under section 14, sub-section 10, of the Trade-Marks Act, 1905, to award costs to an applicant for registration of a trade-mark as against the person giving notice of opposition to the registration, where such person takes no further step and there has been no hearing by the registrar? There is nothing in section 14 expressly dealing with the point; but sub-section 11 enables the tribunal to treat the opposition as abandoned, in the case of the opponent neither residing nor carrying on business in the United Kingdom, and on his making default in giving security for costs, if required. This seems to indicate that such abandonment would not entitle the applicant to costs up to that stage. The section omits to state what is the position in the case of the opponent not going beyond giving notice of opposition. This omission is supplied by rule 55, which provides that if an opponent leaves no evidence in support of his case (*i.e.*, goes no further), he shall be deemed to have abandoned his opposition; but such rule, if not *ultra vires*, could scarcely be held to authorize costs being awarded where not imposed by the Act.

Having regard to sub-section 4, which directs the registrar to furnish to the opponent a copy of the applicant's counter-statement, and, after considering the evidence, to decide whether registration is to be permitted, it has been suggested that the power to award costs can only be exercised where there have been an actual contest and proceedings before the registrar by way of hearing, and not where the opponent has simply "abandoned" the opposition, whether in consequence, or not, of the facts and explanations disclosed by the applicant's counter-statement.

OLD SUBSCRIBERS.

London, June 5.

The Collision Regulations.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—I observe, in reading through the interesting comments contained in your issue of the 6th inst. on the legal questions which arise out of the sinking of the liner *Empress of Ireland* that you quote section 419 (4) of the Merchant Shipping Act, 1894, in dealing with the position of a ship which has infringed the collision regulations. Was not section 4 (1) of the Maritime Conventions Act, 1911, overlooked for the moment? This sub-section disposes of the former statutory presumption in few words, thus:—"Sub-section (4) of section 419 of the Merchant Shipping Act, 1894 (which provides that a ship shall be deemed in fault in a case of collision where any of the collision regulations have been infringed by that ship), is hereby repealed."

1, Gray's-inn-square, W.C., June 6.

E. O. WALFORD.

[We are obliged to our correspondent for drawing our attention to section 4 (1) of the Maritime Convention Act, 1911, which, as he points out, abolishes the former statutory presumption of fault.—Ed. S. J.]

A special committee of the Islington Borough Council recommend that the superannuation allowance to be granted to Mr. W. F. Dewey on his retirement from the post of Town Clerk of Islington should be £800 per annum, which is equal to forty-sixtieths of his present salary and emoluments. Another special committee of the same council have decided that Mr. Dewey's successor must be either a barrister or solicitor who should not exceed fifty years of age, and who should have had experience in the service of a municipal or public authority in England and Wales. The committee recommend that the commencing salary should be fixed at £800 per annum, rising to a maximum of £1,000 at the end of six years.

Reviews.

Daniell's Chancery Forms.

DANIELL'S CHANCERY FORMS: FORMS AND PRECEDENTS OF PROCEEDINGS IN THE CHANCERY DIVISION AND ON APPEAL THEREFROM. SIXTH EDITION, WITH SUMMARIES OF THE RULES OF THE SUPREME COURT; PRACTICAL NOTES; AND REFERENCES TO THE EIGHTH EDITION OF "DANIELL'S CHANCERY PRACTICE." By RICHARD WHITE, a Master of the Supreme Court, Assisted by FRANK E. W. NICHOLS, of Chancery Chambers, and HENRY E. GARRETT, of the Chancery Registrar's Office, Solicitor of the Supreme Court. Stevens & Sons (Limited). £2 10s.

This work completes the reconstruction of Chancery practice for, we presume, the next decade—Seton on Decrees, the seventh edition of which appeared at the end of 1912; Daniell's Chancery Practice, the eighth edition of which we noticed recently; and now the well-known volume of Forms, which is in the sixth edition, all from the same publishers. The previous edition of this last work was edited by the late Master Burney and appeared in 1901. The task has now been undertaken by Master White, with the competent assistance of Mr. Nichols and Mr. Garrett, whose official employment brings them into close touch with the practice in the Chancery Division. Since the last edition there have been numerous statutes and rules which have had to be woven into the notes of the present edition; and, generally, the forms and notes have all been considered and, where necessary, revised and brought up to date, and those which have become obsolete have been omitted.

Modern practice has developed new problems in connection with companies, and in particular the proceedings in debenture-holders' actions have required to be settled. In the present edition, under the chapter dealing with particular actions, forms have been added for working out the judgment in an action of the class just referred to. Chapter 17, on proceedings in the judges' chambers, is, perhaps, the one which practitioners will especially require to consult, and the difficult question of framing affidavits to be used on inquiries as to heirship and kinship will be materially assisted by reference to the form at pp. 557 *et seq.*, with the useful inset form of pedigree; and in regard to tracing title a valuable note as to searches for incumbrances by Mr. Underhill is given at pp. 590 *et seq.* Recent legislation—the Land Charges Registration and Searches Act, 1888, and the Land Charges Act, 1900—have materially altered the practice in this respect, and the profession will be glad to have a statement of the existing law by so high a conveyancing authority. Incidentally, we may remark that the Masters in Chancery have always had a well-deserved influence on the practice in that court, though the influence is not so direct now as it appears to have been in earlier times when, we believe, they took part in the work in court. At any rate in the report of *Merrett v. Eastwicke* (1 Vern., 264)—a case also interesting for its subject matter—three of them "stood up and opposed" a decision which Mr. Baron Atkin—sitting for North, L.K., who had been sent for "to the trial of the money in the Pyx"—was about to give. The Lord Keeper returned next day to give the obviously correct decision. But the whole course of Chancery practice, for the student who has leisure to follow it, is full of interest. For the practitioner who has no such leisure, and has to take the practice as he finds it, the work is invaluable; and the printing and general style contribute to the pleasure of using it.

Books of the Week.

Forms and Precedents.—A Collection of Forms and Precedents other than Conveyancing, Company, Local Government and Practice Forms. Edited by WILLIAM BOWSTEAD, assisted by MONTAGUE R. EMANUEL, M.A., B.C.L., Barristers-at-Law. 2 vols. Sweet & Maxwell (Limited); Stevens & Sons, (Limited). 50s. net.

Real and Personal Property.—An Analysis of Williams on the Law of Real and Personal Property for the use of Students. By A. M. WILSHIRE, M.A., LL.B., Barrister-at-Law. Third Edition. Sweet & Maxwell, (Limited). 6s.

Goodwill.—Goodwill, its Nature and How to Value It. By P. D. LEAKE, F.I.C.A., F.I.D., F.R.Stat.S. Gee & Co. (Limited). 1s. 6d. net.

Partnership.—A Concise Treatise on the Law and Practice relating to Partnerships under the Partnership Act, 1890, and the Limited Partnership Act, 1907; with model Forms and Precedents under both Acts, Reference to Leading Cases, &c., &c. By H. C. EMERY, Solicitor. Elingham Wilson. 5s. net.

Deeds of Arrangement.—Deeds of Arrangement Acts, 1887 to 1913. By R. E. V. BAX, M.A. (Oxon), Barrister-at-Law. Being the New Edition of Walter Perks' Deeds of Arrangement Act, 1887. Third Edition. Waterlow Bros. & Layton (Limited).

Money-lending.—The Money-lenders' Handbook. By G. H. C. MANNING, Barrister-at-Law, and of the Office of the Controller of Stamps, Inland Revenue, Somerset House. Jordan & Sons (Limited). 2s. 6d. net.

Review.—Juridical Review. May, 1914. W. Green & Son (Limited).

Dental Jurisprudence.—The Science and Practice of Dental Surgery. Edited by NORMAN G. BENNETT, M.A., M.B., B.C. (Cantab), L.D.S. (Eng.), with an Appendix on Dental Jurisprudence, by P. B. HENDERSON, B.A. (Oxon), Solicitor. Oxford University Press; Hodder & Stoughton.

Bankruptcy.—Handbook on the Bankruptcy and Deeds of Arrangement Act, 1913, including the new Rules and Forms. By OSCAR KUHN, Barrister-at-Law. Jordan & Sons (Limited). 2s. 6d. net.

Banking.—The Law of Banking, with an Appendix on the Law of Stock Exchange Transactions. By HEBER L. HART, K.C., LL.D. Third Edition. Stevens & Sons (Limited). 32s.

Criminal Appeal.—Criminal Appeal Cases. Reports of Felstead's Case and Christie's Case in the House of Lords. February 26 and 27, April 7, 1914. Edited by HERMAN COHEN, Barrister-at-Law; Vol. 10, Part 5. Stevens & Haynes. 6s. net.

Criminal Appeal Cases.—Reports of Cases in the Court of Criminal Appeal, April 27, May 4, 11, 12, 1914. Edited by HERMAN COHEN, Barrister-at-Law; Vol. 10, Part 6. Stevens & Haynes. 7s. 6d. net.

CASES OF PREVIOUS SITTINGS.

House of Lords.

LIGHTFOOT v. MAYBERY. 27th Jan.; 6th April.

WILL—CONSTRUCTION—REALTY—DEVISE—LIFE ESTATE—REMAINDER TO "MY NEAREST MALE HEIR"—"MY NEAREST AND ELDEST MALE RELATIVE"—NO MALE HEIR—HEIRESS-AT-LAW.

The testator, a bachelor, devised real estate to a trustee and his heirs in trust to pay the rents and profits to H. H. M. for life, and after his decease to convey, assign, and assure the same "unto my nearest male heir, and should there be two or more in equal degree of consanguinity to me, then I direct the said 'trustee' to convey, assign, and assure the same unto the eldest of my male kindred for the term of his natural life, with remainder to the heirs of the body of my eldest male relative." The testator bequeathed the residue of his personal estate to his trustee in trust for H. H. M. for life, expressing a desire that he should not mortgage or anticipate the same, but assist the trustee in keeping the real estate in such repair as might be necessary for preserving its value, "and keeping up the remainder in trust for my nearest and eldest male relative" who should be at the death of H. H. M. Mrs. W. was the heiress-at-law of the testator, both at his death and at the death of H. H. M. The nearest male relative of the testator at the time of his death was the son of a female first cousin, and at the time of H. H. M.'s death was the appellant, who was the son of a daughter of the same cousin.

Held, reversing the decision of the Court of Appeal (Re Watkins, Maybery v. Lightfoot, 1913, 1 Ch. 376) (Buckley, L.J., diss.), which affirmed a judgment of Joyce, J. (1912, 2 Ch. 430), that the testator did not die intestate, and that the appellant was entitled as devisee to take the real estate, since the testator in the direction to convey to his nearest male heir used the word "heir" as merely denoting his nearest male relative in popular language; and, further, that the person to take under that direction was to be ascertained at the death of the tenant for life.

Appeal from a decision of the Court of Appeal (reported 1913, 1 Ch. D. 376), which affirmed a judgment of Joyce, J. (reported 1912, 2 Ch. 430). The question was whether, upon the true construction of the will of the late Thomas Chichele Bargrave Watkins and in the events which had happened, the real estate devised by the will devolved on the death of Herbert Harland Maybery (the tenant for life under the will) upon the appellant or was undisposed of. The appeal turned upon the meaning to be ascribed to the phrase in the will "my nearest male heir," the appellant contending that the context showed that the testator was not using the word "heir" in the strict technical sense, and that the person indicated by those words was the testator's nearest male relative. The respondent submitted that the person to take the testator's real estate after the death of the tenant for life must have fulfilled the conditions of being a male deriving title through males and the very heir of the testator. The Court of Appeal dismissed the appeal.

The House took time for consideration. Lord ATKINSON, in giving judgment, said it was not disputed that the trust was an active trust, and that the legal estate in the land was vested in the trustee. The respondent contended (1) that the term "heir" was a term of art; that since Lord Coke's time the expression

"heir male" had been taken *primâ facie* to mean, when used in a will, the "heir general" of the testator or person indicated, provided he be a male; (2) that the word "nearest" was mere surplusage, was merely equivalent to "next"; and (3) that "male heir" was the same as this technical expression "heir male," and should have the same meaning given to it. He thought the third proposition by no means followed. The technical expression to which Lord Coke's rule of construction applied was "heir male," and for himself he could see no reason why a rule so artificial and in itself so contrary to natural reason as this rule had been described to be should be applied to any other than the strict technical term in reference to which it was laid down: see Lord Cowper, C., in *Newcomen v. Barkham* (Prec. Ch. at p. 461). Their lordships had not been referred to a single case decided in the two centuries almost which had elapsed since 1716, when that case was decided, in which Lord Coke's rule was applied where the expression was other than "heir" or "heirs male" or "heir" or "heirs female." He thought that the decision of the majority of the Court of Appeal was erroneous and should be reversed, and that it should be declared that the appellant was entitled as devisee under the will of the testator to the real estate therein devised, and that, as the difficulty in the case entirely arose from the act of the testator in making this complicated will, the costs of both parties as between solicitor and client should come out of the estate.

Lords LOREBURN and MOUTON concurred in this judgment.

Lord SHAW read a judgment, in which he agreed with the decision and the order to be made on the appeal. Appeal allowed.—COUNSEL, *T. R. Hughes, K.C.*, and *L. F. Potts*, for the appellants; *Younger, K.C.*, and *J. E. Harman*, for the respondents. SOLICITORS, *Davenport, Cunliffe, & Blake*, for Davenport & Rose, Oxon; *Sharpe, Pritchard, & Co.*, for Jeffreys & Powell, Brecon.

[Reported by ERSELINE REID, Barrister-at-Law.]

Court of Appeal.

COMMISSIONERS OF INLAND REVENUE v. CLAY. SAME v. BUCHANAN. No. 1. 26th and 28th May.

REVENUE—INCREMENT VALUE DUTY—GROSS VALUE—SALE OF FEE SIMPLE—"OPEN MARKET"—"WILLING SELLER"—PROPERTY SPECIALLY VALUABLE TO A PARTICULAR PURCHASER—FINANCE (1909-10) ACT, 1910 (10 ED. 7, c. 25) (1).

The original gross value of the fee simple of a house and garden in a town was fixed on a provisional valuation at £750, but shortly before the valuation the property was sold for £1,000 to the trustees of a nurses' home established in adjoining premises, who urgently needed it in order to extend their accommodation. The vendor, who was then in occupation, had previously refused an offer of £850, but the purchasers were prepared to pay as much as £1,000, if necessary, to obtain the property. The parties appealed to a referee, who fixed the gross value at £1,000.

Held, on appeal, that the referee was right in fixing £1,000 as the amount the property might be expected to realise if sold at the time in the open market by a willing seller in its then condition, and that all the surrounding circumstances ought to be taken into consideration.

Appeal by the Inland Revenue Commissioners from a decision of Scrutton, J. (1914, 1 K. B. 339). Mrs. Buchanan was the owner in fee simple of a house and garden, No. 83, Durnford-street, Stonehouse, Plymouth, and being then in occupation of the premises, sold them to Dr. Clay and others on the 29th of September, 1910, for £1,000. In January, 1911, a provisional valuation was made which fixed the original gross value at £750, as on the 30th of April, 1909, and original assessable site value at £190. On the occasion of the sale the gross value was found to be £1,000, and the site value arrived at for purposes of duty £440. The vendor and purchasers appealed against these values to a referee, when evidence was called on both sides. It was admitted that for the ordinary purposes of a private residence £750 was a fair valuation; but the appellants contended that the value was enhanced in the 'open market' by special circumstances. The house next door, No. 84, had been carried on for some time as a nurses' home by the trustees, Dr. Clay and others, and as the accommodation it provided had become insufficient, they were very anxious to secure No. 83 as an extension. In 1909 they offered Mrs. Buchanan £850, which she refused to accept, and then commenced to enlarge No. 84. They resolved, however, that the purchase of No. 83 was a matter of urgent necessity, and they were prepared to pay as much as £1,100 for the house if it could not be obtained for less. Ultimately Mrs. Buchanan agreed to accept £1,000. The referee decided that the provisional valuation was insufficient, that the gross value was £1,000, and the assessable site value £200. He arrived at the same figures for the gross value and site value on the occasion of the sale, with the result that the increment value was nil. The Commissioners, who claimed duty on an increment value of £250 (the difference between £440 and £190), appealed to Scrutton, J., who dismissed the appeal, and the present appeal was then brought from his decision. By section 25 (1) of the Act the gross value of land for the purposes of duties on land values means the amount which the fee simple of the land, if sold at the time at the open market by a willing seller in its then condition free from incumbrances, and from any burden charge or restriction, might be expected

to realise. The Crown contended that a sale of the property in the "open market" would only have brought in a slight increase on £750, and that Mrs. Buchanan was not a "willing seller" within the section. *Cur. adv. vult.*

THE COURT dismissed the appeal.

COZENS-HARDY, M.R., having read the section and stated the facts of the case, proceeded: The contest has turned mainly on the words "open market" and "willing seller." I think the view ultimately taken by counsel for the appellants, and also for the respondents, as to the meaning of "open market" is correct. "Open market" includes, but is not confined to, a sale by auction. It would include property publicly announced in the usual way by insertion in the lists of house agents. But I think it does not necessarily involve the idea of a sale without reserve. I can see no reason for excluding from consideration the fact that the property is so situated that to one or more persons it presents greater attractions than to any one else. The house or the land may immediately adjoin one or more landowners likely to offer more than the property would be worth to anyone else. This is a fact which cannot be disregarded. The Solicitor-General ultimately admitted that some regard must be had to the facts. But he urged that one ought only to consider, first what an outside purchaser would give, say, £750, and then allow the adjoining owner one more bid. In other words, something very small beyond the £750. We had our attention called to the valuable judgments of Lords Johnston and Salvesen in the recent Scotch case of *Glass v. Commissioners of Inland Revenue* (unreported), and I accept their view of the meaning of the words "open market." The price at which the property was sold in 1910 is not a test of the gross value in 1909, but it cannot be disregarded. I adopt the language of Scrutton, J., when he said, "The referee was right, not because of the sale for £1,000, but because of the reasonable expectation that a willing seller could get £1,000 or more from the nursing home." An "open market" sale of property "in its then condition" presupposes a knowledge of its situation with all surrounding circumstances. To say that a small farm in the middle of a wealthy landowner's estate is to be valued without reference to the fact that he will probably be willing to pay a large price, but solely with reference to its ordinary agricultural value, seems to me absurd. If the landowner does not at the moment buy, landbrokers or speculators will give more than its pure agricultural value, with a view to reselling it at a profit to the landowner. It is for the referee, whose competence is not challenged, to arrive at a figure. The court ought not, as a rule, to review his decision on what is, in truth, a question of fact. I see no ground for supposing that there has been any misdirection in point of law. The other point is as to the meaning of "willing seller." It is urged that Mrs. Buchanan never was a willing seller; that she never wished to vacate the house in which she was living, and that it was only after pressure from the trustees that she agreed to sell for £1,000. I am disposed to think that a willing seller is a person who is a free agent, and cannot be required by virtue of compulsory powers to sell, and that Mrs. Buchanan was a willing seller, when, in 1910, she voluntarily agreed to accept £1,000. If, however, contrary to my view, she was not a willing seller, the problem still remains, for the existence of a willing seller, whether Mrs. Buchanan or not, must be assumed for the purpose of the section. In my opinion, the judgment of Scrutton, J., affirming the decision of the referee was correct, and this appeal must be dismissed with costs.

SWINTEN EADY and PICKFORD, L.J.J., delivered judgment to the same effect, the latter observing that the argument for the Crown was based on the fallacious assumption, which ignored common experience, that no one other than the trustee of the home would have given more than £750 for the property.—COUNSEL, *Sir S. Buckmaster, S.G.*, and *W. Finlay*; *Freeman, K.C.*, and *W. Allen*. SOLICITORS, *Solicitor of Inland Revenue*; *Lewin, Gregory & Anderson*, for *S. J. Lawry*, Plymouth.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

FOWKE AND OTHERS v. BEVINGTON. (No. 2.) Astbury, J. 11th May.

PARISH CHURCH—SUPPRESSION OF THE MONASTERIES—CONVENTUAL CHURCH—PRIORY—ALIENATION OF CHURCH LANDS TO THE KING BY STATUTE—TRESPASS—CROWN GRANT—27 HENRY 8, c. 28—REAL PROPERTY LIMITATION ACT, 1833 (3 & 4 WILL. 4, c. 27)—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57)—LIMITATION ACT, 1623 (21 JAC. 1, c. 16).

The vicar and churchwardens of a building now used as a parish church failed in an action to restrain the adjoining owners of property around the church, who were the successors in title of the person to whom King Henry the Eighth had granted the land of a suppressed priory in 1543, and who claimed the land on which the ruins stood, from trespassing on such lands and from obstructing and interfering with the restoration of the ruins, because they failed to prove that their church was in fact a parish church.

Note.—This case was reported on a preliminary point as to the admissibility of an old book in evidence: see *Fowke v. Bevington* (58 SOLICITORS' JOURNAL, 379).

This was a very interesting action, in which the vicar and church-

wardens of Little Malvern Church asked for an injunction restraining the owners of property adjoining the church from trespassing on ground which had formed the ground on which had formerly stood the north and south transepts of the said church, and the north and south choir aisles, and they further asked to restrain the said adjoining owners from obstructing or interfering with the restoration or repairs and use and enjoyment of the same as part of the said parish church, and from interfering with the removal of a fence. The plaintiffs proved that the church was an ancient building dating from the twelfth century, and that it was to a certain extent rebuilt in the fifteenth century by the then Bishop of Worcester. At the date of the dissolution of the monasteries it belonged to a priory which was dissolved in 1535. The fifteenth century church consisted of a choir with north and south choir aisles and transepts, a tower and nave, all on consecrated ground. The nave had entirely disappeared, and the north and south choir aisles had been very ruinous for many years, and the choir alone was used for divine service. The adjoining owners, who were the successors in title of the persons who had secured the grant of the priory lands from the Crown in 1543, claimed the choir aisles and transepts as their own property, and also claimed the ground surrounding the church. They maintained that the church never was a parish church; that before the Act (27 Henry 8, c. 28), which was an Act that all religious houses under the yearly revenue of £200 should be dissolved and suppressed and given to the King and his heirs, the church formed part of a religious house which became subject to the provisions of that Act. They also relied upon the Statute of Limitations, 21 Jac. 1, c. 16; 3 & 4 Will. 4, c. 27; and 37 & 38 Vict., c. 57.

ASTBURY, J., after stating the facts, said: The plaintiffs have failed to establish that their church is a parish church, which is essential to the success of their action, and it must accordingly be dismissed with costs.—COUNSEL, *The Hon. Frank Russell, K.C., and Errington; Cave, K.C., Hansell, and J. A. Price. SOLICITORS, Brookes, Jenkins & Co.; Calder, Woods & Pethick, for Lambe, Carless & Son, Hereford.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re JOHNSON. JOHNSON v. JOHNSON. Warrington, J. 1st May
SETTLED LAND—LIMITED OWNERS WITH POWERS OF TENANT FOR LIFE
—EXECUTORS OF DECEASED OWNER—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2 (5), 58 (1) (v.) (ix.).

A testator gave his real and personal estate to trustees on trust to pay the income arising therefrom in equal shares to his children, and in the event of a child dying without issue, to divide his or her share of the income between the surviving children and the children of deceased children, who were to have their parents' shares. On the death of the last survivor of the children he directed the trustees to divide his estate in equal shares between his grandchildren or their descendants. A child of the testator dying leaving issue,

Held, that the child's share was payable to her executors till the death of the last surviving child.

Also held, that the surviving children and the executors of the deceased child had the powers of a tenant for life with regard to the real estate.

This was an originating summons taken out by the trustees of the will of Orlando Robert Johnson, who died in 1876. By his will, dated the 13th of May, 1874, the testator gave his real and personal estate to trustees upon trust to pay the income, profits, rents and interest arising therefrom to his seven children by name, in seven equal parts, the share of each daughter to be for her separate use, without power of anticipation, and in the event of the death of any of them without leaving issue, he directed the share of the child so dying to be divided amongst the survivors, or any child or children (of his deceased son or daughter) then surviving, who were to have their parents' share; and on the death of the last survivor of the seven children, he directed the trustees to sell and call in his real and personal estate, and divide the proceeds amongst his grandchildren then living, or their descendants, in equal parts. The testator died on the 8th of August, 1876, leaving his seven children surviving him. Part of his estate consisted of freehold hereditaments. One daughter, Priscilla, died unmarried in 1877. Another daughter, Mary Elizabeth Whitwell, died in 1914, leaving issue, and having, by her will, dated the 1st of October, 1912, appointed executors and trustees, to whom she gave all her real and personal estate upon trust for sale and conversion. The other five children were still living. This originating summons was taken out to decide to whom, on the construction of the will, the original one-seventh share of income of Mary Elizabeth, and also the one-sixth share of income to which she became entitled on the death of Priscilla, without issue, were payable. His lordship decided that these shares of income were payable to the executors of Mary Elizabeth until the death of the last survivor of the children. On this construction of the will the summons further asked for the determination of the question whether the five living children and the executors of Mary Elizabeth were tenants for life, or had the powers of tenants for life, in respect of the testator's real estate, under the Settled Land Acts, 1882 to 1890, and that if, and so far as might be necessary, trustees of the compound settlement created by the will of the testator and the will of Mary Elizabeth might be appointed by the court.

WARRINGTON, J., said that he was of opinion that the five living children and the executors of Mary Elizabeth were persons having the powers of a tenant for life under section 58 (1) (ix.) of the Settled Land Act, 1882. So far as related to the executors of the deceased

child, the decision of Chitty, J., in *Vines v. Raleigh* (1896, 1 Ch. 37) was a direct authority in point, and the decision of Swinfen Eady, J., in *Re Jummatt and Guest's Contract* (1907, 1 Ch. 629) in no way conflicted with *Vine v. Raleigh*, since in *Re Jummatt and Guest's Contract* the trustees entitled to the estate *pur autre vie* (who were held not to have the powers of a tenant for life) were constituted by the original settlement itself. He also expressed the opinion that there was no compound settlement created by the two wills, and that it was therefore unnecessary to appoint trustees for the purposes of any compound settlement.—COUNSEL, *Greenland; Mehold; Fuller; Mackay. SOLICITORS, Bridgman, Willcocks, Cowland, Hill & Bowman.*

[Reported by J. B. O. TISSAERTSEN, Barrister-at-Law.]

Re L'INDUSTRIE VERRIÈRE (LIM.). Astbury, J. 12th May.

COMPANY—PETITION—WINDING UP—COMPANY'S NAME, SLIGHT ERROR IN SPELLING—IMPOSSIBILITY OF MISLEADING THE PUBLIC—AMENDMENT—RE-ADVERTISEMENT DISPENSED WITH—PRACTICE.

Although it is an old-standing rule that an error in the name of a company in the winding-up advertisement renders the advertisement absolutely void, and although it is desirable that in almost every case this old-standing rule should be adhered to, there are cases where the mistake is of such a very trifling character that no one could possibly be misled by it, and in such a case the court can exercise the discretion of waiving the formal defect under rule 217.

On the 5th of May, on a creditor's petition to wind up the above company, the company did not appear, and a compulsory order was made. It was subsequently discovered that, owing to an error in copying, the company's name was misspelt, both in the petition and also in the advertisement in the *London Gazette*, as "L'Industrie Verrière (Limited)," but the advertisement in the *Daily Telegraph* was correct. It was now asked that the petition might be amended, and that the order might stand without been re-advertised. Counsel for the petitioners pointed out that the company had been properly served, and as there was no company on the register with anything approaching a similar name, no one could have been misled by the slip. He relied on rule 217 of the Companies Winding-up Rules, 1909, and referred to *Buckley on Companies*, 9th ed., pp. 704 and 755; *Re City and County Bank* (1875, L. R. 10 Ch. 490); *Re Army and Navy Hotel* (1886, 31 Ch. D. 644); *Re London and Provincial Pure Ice Manufacturing Co.* (1904, W. N. 136); *Re Samuel Birch Co. (Limited)* (1907, W. N. 31); *Re Consolidated Minera Lead Mining Co.* (1876, W. N. 234); *Re Newcastle Machinists Co.* (1888, W. N. 246, and 1889, W. N. 1); and *Re E. S. Snell & Sons (Limited)* (*Times*, 20th of December, 1911.)

ASTBURY, J., after stating the facts, said: It is an old rule and a good rule that an error in the name of the company in the advertisement renders the advertisement absolutely void. It is important that this rule be strictly enforced. This, however, is a very exceptional case. The mistake here consists in a very trifling error in spelling, by which no one could possibly be misled. Here there is no other company of any similar name on the register, and no one could possibly have thought that the advertisement did not refer to this company. I shall accordingly in this case take advantage of rule 17, and exercise my discretion of waiving this formal defect. In doing this, I am fortified by the similar decision given in very similar circumstances in the case of *Re E. S. Snell & Sons (Limited)*, which is reported in the *Times* of the 20th of December, 1911. The petition must be amended and the order stands, and it is not necessary to advertise again.—COUNSEL, *Harold Brandon; A. E. Woodgate. SOLICITORS, W. Norris & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re WHITE. WHITE v. WHITE. Sargant, J. 7th May.

ADMINISTRATION—INTESTACY—CHILDREN TAKING BY REPRESENTATION—DEBT OF PARENT TO THE INTESTATE—STATUTE OF DISTRIBUTIONS, 1670 (22 & 23 CAR. 2, c. 10)—ORIGINAL TITLE OF THE CHILDREN.

Where a father had covenanted with his brother to pay off a mortgage debt, and had died without carrying out such covenant, leaving four children, and the brother had subsequently died intestate,

Held, that the four children were entitled to receive their share of the personal estate of the intestate without first making good to the estate of the intestate the moneys secured by the mortgage; for although they did in fact take a distributive share between them as the persons who legally represented their father, yet they nevertheless took by original title, and not under or through their father.

Re Gist, Gist v. Timbrill (1906, 1 Ch. 58) followed.

This was an originating summons to determine the right of the children of an intestate's deceased brother to take their deceased father's share of the intestate's estate without making good to the estate any sums due under a covenant in a certain mortgage deed. Howell H. White had died on the 1st of August, 1912, intestate and a bachelor, leaving brothers and sisters and four children of a deceased brother, Thos. White, who had died many years ago. The deceased brother, T. White, was alleged to be indebted to Howell H. White under the covenant for payment of moneys secured by a certain indenture of mortgage, dated the 1st of December, 1887, and the administrators of the estate of Howell H. White had accordingly taken out this summons to determine the question (*inter alia*) whether the four children were entitled to receive any part of the personal estate of the intestate without first making good to that estate the moneys secured by the said

mortgage and the covenant by their father therein contained. It was contended for the next of kin, other than the four children of Thos. White, that such four children could not be in a better position than their deceased father would have been in if he had lived and survived the intestate, and the cases of *Re Cordwell's Estate*, *White v. Cordwell* (L. R. 20 Eq. 644), *Re Ross's Trusts* (L. R. 13 Eq. 286), and *Re Akerman*, *Akerman v. Akerman* (1891, 3 Ch. 212), were cited in support of this contention. On the other hand, it was contended for the four children that by the terms of the Statute of Distributions, 1670, although the children no doubt took a distributive share between them as the persons who legally represented their father, they nevertheless took by original title, and not under or through their father.

SARGANT, J., after stating the facts, said: Even if the father in his lifetime had attempted to charge or deal with the succession, the children would have taken their distributive share unaffected by such disposition: *Re Gist*, *Gist v. Timbrill* (1906, 1 Ch. 58). This, in my judgment, is not such a strong case as that. By the terms of the Statute of Distributions, the children no doubt do take a distributive share between them, as the persons who legally represent their father, but that does not alter the fact that they take by original title, and not under or through their father. I accordingly declare that these four children are not bound to bring into account or to make good to the estate of the intestate anything in respect of the mortgage moneys which their father covenanted to pay.—COUNSEL, *W. Gordon Brown; Percy Vaughan; Percy Wheeler; R. J. T. Gibson*. SOLICITORS, *Hammond & Richards, for Charles Richards & Sons, Llangollen; Griffiths & Roberts, for Anderson O. Evans & Co., Denbigh; T. D. Jones & Co., for L. Lloyd John, Corwen*.

[Reported by L. M. Mox, Barrister-at-Law.]

BLAND v. YATES, Warrington, J. 26th and 27th May.

NUISANCE—MARKET GARDEN—MANURE HEAP—FLIES—NATURE OF LOCALITY—EXCESSIVE COLLECTION OF MANURE—INJUNCTION.

The occupiers of a dwelling-house adjoining a market garden, where intensive culture was practised, suffered physical inconvenience from the smell from and flies bred in a large heap of manure. The locality was one where market gardening was carried on; but the collection of manure in question was in excess of what might be expected in the locality.

Held, that the manure heap was a serious inconvenience and interference with the comfort of the occupiers of the dwelling-house according to notions prevalent among reasonable English men and women, and that it amounted to a nuisance in law.

The plaintiffs (husband and wife) in this case were the occupiers of a dwelling-house at Shepperton-on-Thames, and the defendant was a market gardener occupying adjoining land. The plaintiffs asked for an injunction to restrain the defendant from causing a nuisance by depositing manure on his land. The defendant carried on the mode of cultivation known as French gardening, which required the use of an excessive quantity of manure. The manure used by the defendant was long straw horse manure, which he piled on a spot immediately adjoining the garden of the plaintiffs. The plaintiffs alleged that they were caused great inconvenience by the smell of the manure and the excessive quantity of house-flies that bred in it. Expert evidence was given that manure heaps are a favourite breeding-place for house flies; that all manure heaps did not contain house flies; that no flies were noticeable on the heap in question; that the manure gave off a pleasant smell; and that the flies in the house of the plaintiffs were not house flies.

WARRINGTON, J., said that the question which he had to answer was whether the defendant by his operations seriously interfered with the comfort physically of the plaintiffs and their family in the occupation of their house according to notions prevalent among reasonable English men and women. For the purpose of answering that question he was not to look at the operations in the abstract and by themselves, but in connection with all the circumstances of the locality, and in particular with reference to the nature of the trades usually carried on there before the beginning of the defendant's operations. The plaintiffs went into the occupation of their house in September, 1910. In the spring of 1911 they put wire blinds in those windows they were in the habit of opening, and he could not imagine their putting themselves to such inconvenience and expense unless they had suffered acute physical discomfort. He found as a fact that the plaintiffs had suffered to an unusual and abnormal extent from flies in the house and garden. They had suffered serious inconvenience and interference with their comfort as occupiers of the house and garden according to notions prevalent among reasonable English men and women. Was that caused by the operations of the defendant, and, if so, did it amount to a nuisance in law, taking into account the usage of the neighbourhood? It did not want much to convince one that an unpleasant smell might come from a manure heap. With regard to the flies, the house fly and the lesser house fly bred for preference in horse manure. If one found a large collection, remaining during the whole of the summer months, of the material which formed the favourite nesting-place of the fly within a short distance of the plaintiffs' building, and the plaintiffs found an abnormal number of flies, what conclusion could one arrive at except that the existence of the facility had been followed by the natural result, and that the flies in the house had been bred in the manure heap? As to the surrounding circumstances and the occupations of the district, could he come to the conclusion that there was a nuisance? The district was one of market gardens, and persons who lived in such districts must expect to have to put up with the attributes of such businesses.

But what the defendant was doing was very much more than what one had to expect from market gardeners. What the defendant did required for that district an unusual and excessive collection of manure. That was enough, and he must find that the inconvenience was caused by the defendant's operations. He must grant an injunction restraining the defendant from depositing, stacking, and handling manure on his land so as to be a nuisance to the plaintiffs.—COUNSEL, *Terrell, K.C., and Pollock; Clouston, K.C., and Greene*. SOLICITORS, *Nicholson, Graham & Jones; C. W. M. Price*.

[Reported by J. B. O. TREAGARTHEN, Barrister-at-Law.]

Re ORIGGS, *Ex parte THE SCHOOL BOARD OF LONDON*.
Astbury, J. 1st May.

COMPULSORY TAKING OF LAND—PAYMENT OF THE PURCHASE-MONEY INTO COURT—APPLICATION FOR PAYMENT OUT—COSTS—LETTERS OF ADMINISTRATION—LANDS CLAUSES CONSOLIDATION ACT, 1845 (8 & 9 VICT. c. 18), s. 80.

The costs of the applicants for payment out of taking counsel's opinion as to who are entitled to a fund paid into court by a body purchasing land under compulsory powers, under section 80 of the Lands Clauses Consolidation Act, 1845, are not costs payable by the body exercising the compulsory powers; but the costs of an application to the Probate Division to assume death, are costs so payable, because they are costs necessarily antecedent to the obtaining of a grant of administration, and the costs of obtaining a grant of administration are payable by the body exercising the compulsory powers.

Re Lloyd and the North London Railway (City Branch) Act, 1861 (1896, 2 Ch. 397), applied.

This was a summons to review a taxation of costs by allowing certain costs which the master had disallowed. Land had been settled by the will of a testator on E. for life, with remainder to her children as tenants in common in fee. Part of the land had been taken during the life of E. by the London School Board, in exercise of their compulsory powers under the Lands Clauses Consolidation Act, 1845 (8 & 9 VICT. c. 18), and the purchase-money paid into court. E. died in 1911, having had six children, and an order was made on summons that the fund in court be divided into sixths, and one-sixth to be paid to each of the two applicants in the summons; one-sixth to be paid to each of the legal personal representatives of two sons who had died in E.'s lifetime and to whose estates administration had been taken out; one-sixth to the legal personal representatives, when constituted, of Henry, a son who had disappeared in 1883, and the remaining one-sixth to the legal personal representatives of another son who had died in E.'s lifetime, but to whose estate administration had not been taken out till after her death. The costs of the summons were ordered to be paid by the London County Council, as successors of the London School Board, in accordance with the Act. The taxing-master had disallowed the following items claimed by the applicants: (1) The costs of taking counsel's opinion as to who were entitled to the fund on E.'s death; (2) the costs of taking out administration to the estates of Henry and Walter; (3) the costs of an application to the Probate Division for leave to assume Henry's death.

ASTBURY, J., after stating the facts, said: I do not see any reason for differing from the decision arrived at by the learned master as to the first of the items which he disallowed. With regard, however, to the items numbered two and three I must reverse his decision. It has already been decided that the costs of taking out administration in such a case must be allowed: see *Re Lloyd and the North London Railway (City Branch) Act, 1861 (1896, 2 Ch. 397)*; and the application to the Probate Division was necessary for and antecedent to obtaining the grant of administration, and must be allowed as part of the costs thereof. The costs of this application must be borne by the respondents.—COUNSEL, *H. C. Bischoff; Owen Thompson*. SOLICITORS, *Simpson, Palmer, & Winder; Edward Tanner*.

[Reported by L. M. Mox, Barrister-at-Law.]

Re EMBURY, BOWYER v. PAGE (No. 2), Sargant, J. 7th May.

WILL—CONSTRUCTION—GIFT TO BROTHERS AND SISTERS—SUBSTANTIAL GIFT TO THEIR ISSUE—ONE LEGITIMATE SISTER ONLY—ONE ILLEGITIMATE SISTER—RIGHTS OF ISSUE OF ILLEGITIMATE SISTER—TESTATOR'S KNOWLEDGE OF HER DEATH—EFFECT OF USE OF PLURAL WORD "SISTERS."

Where a testator made a bequest to his "brothers and sisters" with a substitutory gift over to their issue, and he had, in fact, four brothers and two sisters, only one of whom was legitimate, and the other illegitimate,

Held, that the court could not give adequate effect to the use of the plural term "sisters" without including the illegitimate sister as a persona designata under the will, and that her issue were accordingly entitled to share in the residuary estate.

Re Pearce, Alliance Assurance Co. v. Francis (1914, 1 Ch. 254) commented on and applied.

This was an originating summons to determine the question whether in the special circumstances of this case the issue of an illegitimate sister was entitled to share in a residuary gift with legitimate brothers and sisters and their issue. The residuary gift in the will was "unto and equally between all such of my brothers and sisters as shall be living at the decease of my said wife, and the issue of such one or more of them as shall be then dead, such issue to take in equal proportions the share or respective shares to which their deceased parent or parents

would have been entitled if then living." The testator had four brothers and two sisters, and of these one of the sisters was legitimate and the other was illegitimate. A question as to the meaning of the word "issue" had already been determined in favour of the wide and *prima facie* construction of that word (*Re Embury, Page v. Bowyer*, 58 SOLICITORS' JOURNAL, 49), and now it had to be determined whether the children of this illegitimate sister could share. It was argued that as she had died six months before the testator had made his will, and as the testator knew of her death, and, in fact, arranged her funeral, she could not have been meant by the testator to have been included in the class which he describes in his will as his "brothers and sisters." There was evidence that her children were and always had been treated by the testator on an equal footing with the other members of the family; but there was no direct evidence as to whether the testator was aware that she was illegitimate or not, although there was evidence that it came as a surprise to some other members of the family when they heard it at the funeral. Counsel for the residuary legatees other than the child of the illegitimate sister referred to: *Re Pearce, Alliance Assurance Co. v. Francis* (1914, 1 Ch. 254), *Dorin v. Dorin* (L. R. 7 H. L. 568), and *Hill v. Crook* (L. R. 6 H. L. 265), and contended that too much stress must not be laid on the use of the plural number in the expression "brothers and sisters," as that was merely a generic description of the class which happened to consist of four brothers and only one sister.

SARGANT, J., held, after stating the facts and reading the judgments of Lord Cairns in *Hill v. Crook* (*ubi supra*) and Lord Hatherley in *Dorin v. Dorin* (*ubi supra*), that the present case fell within the first of the two exceptions stated in the general rule, which would *prima facie* exclude an illegitimate sister and her issue, since otherwise it would be impossible to give adequate effect to the use of the plural term "sisters" without including the illegitimate sister as a *persona designata* under the will, and held accordingly that the issue of the illegitimate sister were entitled to share in this residuary gift.—COUNSEL. W. F. Webster; Mark Romer, K.C., and Hartree; Martelli, K.C., and F. Baden Fuller. SOLICITORS, Welman & Sons for Last & Goodford, Windsor; Lane, Fagge, & Co.; Loughborough, Gedge, & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

ADAMS v. ADAMS. Evans, P., and Bargrave Deane, J. 11th May.

APPEAL—PRACTICE—SUMMARY JURISDICTION (MARRIED WOMEN) ACT, 1895 (53 & 59 VICT. C. 39)—REFUSAL OF COURT OF SUMMARY JURISDICTION TO ENFORCE MAINTENANCE ORDER—KING'S BENCH DIVISION THE APPELLATE TRIBUNAL.

An appeal from the refusal of a court of summary jurisdiction to enforce an order for maintenance made under the provisions of the Summary Jurisdiction (Married Women) Act, 1895, lies to the King's Bench Division upon a case stated, and not to the Probate, Divorce and Admiralty Division.

This was an appeal from an order made by a Metropolitan magistrate, dismissing a summons by a wife for arrears of maintenance under an order made in pursuance of the Summary Jurisdiction (Married Women) Act, 1895, and dated the 7th of September, 1903. On the 15th of January, 1914, the husband took out a summons under the same Act, and an order was made thereon on the 18th of February, 1914, discharging the order for maintenance on the ground of adultery committed by the wife some six months previously. The wife then took out a summons for arrears of maintenance under the original maintenance order. The magistrate dismissed the wife's summons, on the grounds, *inter alia*, (1) that he had no jurisdiction after the discharge of the order for maintenance, (2) that the right of a wife to maintenance ceased as from the date of her adultery. The wife appealed from the dismissal of the summons to the Divisional Court of the Probate, Divorce and Admiralty Division. On the appeal, the respondent (the husband), in person, took the preliminary objection that the appeal lay, not under section 11 of the Summary Jurisdiction (Married Women) Act, 1895, to that court, but under section 9 of the Act to the King's Bench Division upon a case stated. He cited *Ruther v. Ruther* (52 W. R. 154; 1903, 2 K. B. 270), and *Griffiths v. Griffiths* (73 J. P. 391). Counsel for the appellant referred to *Matthews v. Matthews* (1912, 3 K. B. 91).

EVANS, P., said: Upon grounds satisfactory to the King's Bench Division, it has been decided that the appeal from a court of summary jurisdiction lies to that, and not to this division of the High Court, upon any question as to enforcing orders made under the Summary Jurisdiction (Married Women) Act, 1895. In this case the original order for maintenance has been discharged, the application being to enforce that order. We shall make no order upon this appeal from a refusal to enforce it, because, if the decision of the King's Bench in *Ruther v. Ruther* (*supra*) is right, as may be assumed, an appeal does not lie to this division from a refusal to enforce an order already made under the Act.

BARGRAVE DEANE, J., said: I agree, and for the same reason. The preliminary objection will be allowed, and the appeal will be dismissed.—COUNSEL, for the appellant, W. C. Ward; respondent in person. SOLICITOR, for the appellant, Walter H. Cowl.

[Reported by C. P. HAWKES, Barrister-at-Law.]

Incorporated
A.D. 1720.



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Sir Neville Lubbock,
K.C.M.G.

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An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

VIII.

(Cases decided since the last Epitome, Vol. 58, page 337.)

(1) DECISIONS ON THE WORDS "ACCIDENTS ARISING OUT OF, AND IN THE COURSE OF, THE EMPLOYMENT."

Board of Management of Trim District School v. Kelly. (H. L.: Lord Haldane, C., Lords Loreburn, Dunedin, Atkinson, Shaw, Parker, and Reading, C.J.; 25th and 26th November, 1913; 24th and 25th February and 6th April, 1914.)

FACTS.—The assistant master of an industrial school was entitled to punish the boys, and had from time to time done so. He had also incurred their enmity by prohibiting them from playing hurley in the yard. On the 12th of February, 1912, he was assaulted by some of the boys, and received injuries from which he died. His mother brought a claim for compensation. The county court judge held that death was caused by an accident arising out of, and in the course of, the employment, and his decision was affirmed by the Court of Appeal in Ireland.

DECISION (Lords Dunedin, Atkinson, and Parker dissenting).—The judge was right. "Accident" within the meaning of the Act includes any injury which was not expected or designed by the workman himself. (Case reported SOLICITORS' JOURNAL, 2nd May, 1914, p. 495; *Times*, 7th April, 1914; *L. T. newspaper*, 11th April, 1914, p. 605; *L. J. newspaper*, 11th April, 1914, p. 224; *W. N.* 25th April, 1914, p. 177.)

Smith v. Fife Coal Co. (Limited). H. L.: Lords Dunedin, Kinnear, Atkinson, Shaw, and Parmoor; 30th March and 28th April, 1914.)

FACTS.—A miner working in a mine where blasting by means of a shot was occasionally necessary was, contrary to the regulations, permitted by the shot-firer to connect the detonator wire with the cable; the other end of this cable being attached to an electric battery. While the miner was retiring the shot-firer heard a voice say, "All right, fire away"; thinking it was the miner's voice, which it was not, he fired the shot, and the miner was severely injured. The arbitrator held that he had been injured by an accident arising out of, and in the course of, his employment, but this award was reversed by the Second Division of the Court of Session.

DECISION.—The arbitrator was right. The injury arose, not from the unauthorized act of the miner, but from the premature explosion caused by the careless act of the shot-firer. (Case reported SOLICITORS' JOURNAL, 16th May, 1914, p. 533; *Times*, 29th April, 1914; *L. J. newspaper*, 2nd May, 1914, p. 279; *L. T. newspaper*, 7th May, 1914, p. 32; *W. N.*, 9th May, 1914, p. 196.)

Coyle or Brown v. John Watson (Limited). H. L.: Lords Dunedin, Kinnear, Atkinson, Shaw, and Parmoor; 30th and 31st March and 28th April, 1914.)

FACTS.—Owing to an accident in a shaft of the pit, some miners were ordered to ascend to the surface, but were kept waiting at the mid-landing of the shaft for an hour and a half until the men from the lower seam had been raised. One of the miners caught a chill, which was followed by pneumonia, and he died. The arbitrator made an award in favour of the defendants, but the Court of Session held that there had been no accident.

DECISION.—The arbitrator was right. There was an accident, and

no circumstance depending on some cause other than the accident to break the chain of causation. (Case reported SOLICITORS' JOURNAL, 16th May, 1914, p. 553; *Times*, 29th April, 1914; *L. J.* newspaper, 2nd May, 1914, p. 279; *L. T.* newspaper, 9th May, 1914, p. 32; *W. N.*, 9th May, 1914, p. 195.)

(2) MISCELLANEOUS DECISIONS.

Lloyd v. Powell Duffryn Steam Coal Co. (H. L.: Lords Loreburn, Atkinson, Shaw, and Moulton; 29th and 30th January and 6th April, 1914.)

FACTS.—A workman was killed by accident arising out of, and in the course of, his employment. Some months later a young woman gave birth to an illegitimate child, of which she stated he was the father, and a claim for compensation on his behalf as a dependant was made. The county court judge admitted in evidence, as declarations against interest, statements by the deceased to the effect that the girl was in trouble, but that it did not matter as he would marry her; and also inquiries by him where he could get a house, as he wanted to make a home for himself and the girl. Compensation was awarded. The Court of Appeal held that the evidence was inadmissible, and that there was no evidence of dependency.

DECISION.—The evidence was admissible on the issue of paternity and also of dependency. (Case reported SOLICITORS' JOURNAL, 9th May, 1914, p. 514; *Times*, 7th April, 1914; *L. T.* newspaper, 11th April, 1914, p. 605; *L. J.* newspaper, 11th April, 1914, p. 224; *W. N.*, 25th April, 1914, p. 178.)

George Gibson & Co. v. Peter Wishart. (H. L.: Lords Atkinson, Shaw, Parker, Sumner, and Parmoor; 14th May, 1914.)

FACTS.—A dock labourer was injured by accident on the 23rd of April, 1912, and an award was made for 14s. weekly compensation. This was paid by the employers until the 24th of September, and on the 4th of November they filed an application for review. The sheriff substitute found that the workman had recovered on the 24th of September, and had since been earning wages at the ordinary rate, but held that *Donaldson v. Cowan* (1909, S. C. 1892), precluded him from terminating the compensation from the 24th of September; he therefore terminated it from the 4th of November. The Second Division of the Court of Session affirmed this decision.

DECISION.—The intention of the Act was to give compensation only during incapacity; therefore the weekly payments should have been terminated from the 24th of September. No opinion was expressed whether payments made between the date on which incapacity ceased and the date of application for review could be recovered by the employers. (Case reported *Times*, 15th May, 1914; *L. J.* newspaper, 23rd May, 1914, p. 325; *L. T.* newspaper, 23rd May, 1914, p. 86.)

Societies.

Law Association.

The usual monthly meeting of the directors was held at the Law Society's Hall on Thursday, the 4th inst., Mr. Percy E. Marshall in the chair. The other directors present were Mr. A. Toovey, Mr. Mark Waters, Mr. W. M. Woodhouse, and the secretary, Mr. E. E. Barron. Mr. Percy E. Marshall was elected chairman of the board for the ensuing year. A sum of £840 was voted for the renewal of the annual grants to members' widows and daughters, and a further sum of £337 in grants to the widows and daughters of non-members, making a total of £1,177 for the relief of deserving cases, and other general business was transacted.

The Union Society of London.

The twenty-ninth meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 10th of June, at 8 p.m. Mr. J. H. Coram was in the chair. Mr. Hole moved: "That in the opinion of this house the whole military system of the country is bad, and should be abolished in favour of compulsory service." Mr. Emery opposed the motion. There also spoke:—Mr. Egerton Thomas, Mr. Stevens, Mr. Steinmann, Mr. Safford, Mr. Lemon, Mr. Rowe, and Mr. Morden. The motion was lost.

Solicitors' Benevolent Association.

The directors held their usual monthly meeting at the Law Society, Chancery-lane, on the 10th inst., Mr. W. Arthur Sharpe in the chair; Sir Henry Johnson and Messrs. S. P. B. Bucknill, T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, W. E. Gillett, C. Goddard, W. H. Gray, J. R. B. Gregory, C. G. May, M. A. Tweedie, and R. W. Tweedie were also present.

Grants were made to poor and deserving cases amounting to £315. Six new members were admitted, and other general business transacted.

Debt Collectors' Notices.

The question of debt collectors' notices has been brought to the notice of the Council of the Law Society on a report of the Professional Purposes Committee, and the council have adopted the committee's report, which is as follows:—

The committee have had under their consideration a practice which seems to be prevalent amongst creditors or their agents in regard to recovery of debts, and in view of the fact that the practice seems to be on the increase they recommend that the following memorandum be sent to all the county court judges and to the Association of County Court Registrars for their consideration:—

MEMORANDUM.

The Council are constantly receiving complaints of cases in which printed notices have been sent by debt collectors to debtors threatening them with proceedings in the county court. Many of these notices are colourable imitations of official documents issued by the county court, and all of them are obviously worded and generally got up so as to give an impression that they issue from the county court, and are official, or in the nature of official documents.

In one of the worst cases which has been under consideration the following notice appears:—

"NOTICE.—9 and 10 Vic. cap 25. And be it enacted that if a party summoned shall not attend as required by the summons, it shall be lawful for such judge to commit the party so summoned to prison for any period not exceeding FORTY DAYS.

"And it is further enacted that when the judge shall have made an order for payment of money and such order be not complied with the amount shall be recoverable by execution against the goods and chattels of the said party, but should there be no effects IMPRISONMENT FOR FORTY DAYS. This term of imprisonment not releasing the party from the said debt.

"Employers can be summoned up to give evidence on oath as to what wages any of their men are earning."

It is hardly a matter affecting the legal profession, but the Council would be glad to do anything they can to prevent what amounts to a gross abuse of the procedure of the county court.

By section 180 of the County Court Acts, 1888, it is enacted as follows:—

"Every person who shall deliver or cause to be delivered to any person any paper falsely purporting to be a copy of any summons, or other process of the said court, knowing the same to be false, or who shall act or profess to act under any false colour or pretence of the process or authority of the said court shall be guilty of felony."

If such notices were issued by any solicitor the Council would be willing to take action in the matter, but as these notices are generally issued by debt collectors the Council suggest that the subject is one that should be brought to the attention of the judges of the county courts; and that it should be suggested to them that in such cases as the judges think proper action should be taken in the matter.

Obituary.

Sir William Anson.

The Right Hon. Sir William Reynell Anson, Bart., M.P., D.C.L., died on the 4th inst. Born at Welborton, Sussex, in 1843, he was the eldest son of the second baronet. After being at a private school at Brighton he went, in 1857, to Eton, and thence to Balliol, where he obtained a first class in Classical Moderations in 1863, and was placed in the first class in the final classical school, in the summer of 1866, together with the late Bishop of London, Mr. Justice Ridley, and seven others. In 1867, after some time spent in travelling in Italy, he was elected to a Fellowship of All Souls. After taking his degree Anson read for the bar, first with Mr. Chitty, the eminent special pleader, afterwards as the pupil of the late Lord Justice Thesiger. Subsequently he had chambers with Mr. Thesiger, and worked for him. He was called to the bar in 1869 by the Inner Temple, and practised on the home circuit till his father's death, in 1873, and his succession to the baronetcy. He was elected a bencher of his inn.

In 1874 he was elected Vinerian Reader in English Law at Oxford, and he took up residence at All Souls' College, and ultimately played an active part in the formation of a School of Law at Oxford. He was at this time the only university lecturer in English law, and, holding that the pursuit of study and the practice of teaching are mutually helpful, he took part in the college teaching of law at Trinity and Balliol Colleges. In 1879 he published "The Principles of the English Law of Contract," which speedily obtained a high reputation, and has become, for students and jurists, a standard work on the subject. This was followed two years later by "The Law and Custom of the Constitution," which in its own sphere ranked equally high.

In 1880 he contested West Staffordshire as a Liberal, but was beaten. In 1881, on the death of Dr. F. K. Leighton, he was elected Warden of All Souls College, and thenceforward he devoted himself to university business and to the teaching of law. In 1898 he became Vice-Chan-

cellor, but his tenure of that office was brief, for in 1899, on the death of Sir John Mowbray, he was chosen without a contest to represent the university as a Liberal Unionist. Thereupon he reluctantly resigned the Vice-Chancellorship. In Parliament he naturally took an active interest in all educational questions. The Duke of Devonshire placed him on the newly-created Consultative Committee of the Board of Education in 1900, and in 1902, in the middle of the debates on the Education Bill, Sir William was asked by Mr. Balfour to undertake the duties of Parliamentary Secretary to the Board of Education, and to represent the Education Office in the House. His term of office was eventful. He took a prominent part in the debates on the Education Act of 1902, and the London Education Act of 1903. Upon him also was thrown a large share of the burden of bringing into operation the Act of 1902. Besides all his educational and political work he found time to preside at quarter sessions for Oxfordshire, and he had recently added to his labours a trusteeship of the British Museum.

Sir William Anson was unmarried. His younger brother, Mr. Frederick Arthur Anson, of Piraki, Akaroa, New Zealand, died last December, leaving a son, Denis George William, born in 1888, who succeeds to the baronetcy.

Judge Austin.

We regret to record the death of Mr. James Valentine Austin, which took place at his residence at Clifton on the 3rd inst., in his 63rd year. The son of the Rev. J. V. Austin, rector of St. Nicholas Cole Abbey, in the City of London, he went to Tavistock Grammar School and then to Trinity College, Oxford. He was called to the bar at the Inner Temple in 1876, and joined the Western Circuit, where he quickly secured a leading junior practice. In 1892 he was appointed by Lord Hershell judge of the Bristol County Court District, and his appointment gave great satisfaction. He had a sound and wide knowledge of law, and appeals from his court were rare, and still more rarely successful. The commercial community, in particular, shewed their confidence in him. He was also much in demand as a member of arbitration and conciliation bodies, the Board of Trade frequently calling for his services as arbitrator in trade disputes. He was independent chairman of the Great Western, Great Northern, London and South-Western, and other railway conciliation boards, and also an arbitrator in the North Somerset coalfield under the Minimum Wages Act, chairman of the Somerset Coal Miners' Wages Board, and chairman of the Board of Labour Exchanges in the West; and he was a magistrate for Bristol and Somerset.

He married Anna Christina, daughter of the Rev. P. Lorimer, D.D., Principal of Westminster College, Cambridge, who survives him. There are three sons and one daughter, the eldest son being High Bailiff of Bristol County Court, and the second a Fellow of the Royal College of Surgeons and attached to the London Hospital.

Legal News.

Appointment.

Mr. J. C. LEWIS COWARD, K.C., has been appointed Chairman of the Board of Studies of the Council of Legal Education, in the place of Lord Justice Ewinfen Eady, now vice-chairman of the council.

Dissolution.

RICHARD HENRY BEAUMONT and GEORGE PERCY GOODALL, solicitors (Beaumont & Goodall), Eldon-chambers, Wheeler Gate, in the city of Nottingham, and at Bingham, in the county of Nottingham. May 31. The practice will be carried on by the said George Percy Goodall alone. [Gazette, June 9.]

Messrs COHN, SELIGMAN & Co., solicitors, of 52, New Broad Street, E.C., inform us that Mr. Edgar Benjamin Cohn, now or formerly of Great Winchester-street, E.C., has no connection with their firm.

Information Required.

WILLIAM HENRY SHORE, Deceased.—To Solicitors and Others.—Information is required respecting any will or testamentary disposition made subsequent to 1903 by, or prepared for, the above deceased, late of No. 93, Isledon-road, Holloway, N., who died on the 20th of May, 1914.—Peachey & Co., Arundel House, Arundel-street, W.C.

General.

The Senate of London University are instituting a part-time Chair of Town-planning, tenable at University College, at a salary of £400 a year. The professor will act in co-operation with the Professor of

The attention of Investors is specially drawn to the

VALUABLE & IMPORTANT CROWN LEASE

OF

Nos. 210 & 211,

PICCADILLY, W

A substantial and imposing Building, occupying a premier corner position in this important thoroughfare within a few yards of Piccadilly Circus, and let on full repairing lease to the well-known Cigar Shippers, Messrs. MARTINS, Ltd., for practically the full unexpired term of the Crown Lease of about 56 years at a rental of

£3,500 per annum.

The property is subject to a Ground Rent of only £600 per annum, and thus produces an absolute

Net Income of £2,900 per annum,

Which MESSRS.

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Will offer for SALE by AUCTION,

At the Mart, Tokenhouse Yard, E.C.,

On TUESDAY, JUNE 30th, 1914,

At 1 o'clock precisely.

Particulars and Conditions of Sale may be obtained of the Solicitors, Messrs. W. H. & A. G. HERBERT, of 10, Cork Street, West, or of the Auctioneers at their Offices, 37, South Audley Street, Grosvenor Square, W.

Architecture and the Chadwick Professor of Municipal Engineering, who deals with the engineering aspects of town-planning.

In the House of Commons, on the 10th inst., Lord E. Talbot, on behalf of Mr. Stuart-Wortley, asked the Prime Minister whether in devising the order of reference to the Select Committee on the use of military force in civil disturbances he would propose to extend the inquiry to all cases of disturbance, whether arising from trade disputes or not. Mr. Asquith: Yes, sir.

The Local Government Board have written approving generally the housing scheme of the Finchley District Council. It is proposed to borrow £93,443 for the purchase of land on the Woodhouse Estate, North Finchley, and the erection of 300 dwellings, of which 240 are to be let at 8s. 6d. a week and sixty at 7s. 6d. The estate is to be laid out on town-planning lines, and five acres are to be kept as an open space.

Mr. William Otto Adolph Julius Danckwerts, K.C., of 2, Brechin-place, S.W., and of Kinbrace, who was called to the Bar by the Inner Temple in 1878, a Bencher of his Inn in 1910, a Freeman of the City of London, and a Fellow of the Zoological Society, who died on the 25th of April, left estate of the gross value of £22,605, of which £20,825 is net personality. He left all his property to his widow, Mrs. Mary Caroline Danckwerts, absolutely.

In the House of Commons on Tuesday, Mr. F. Whyte asked the Secretary to the Treasury whether he would state his reason for refusing to give an undertaking that Parliament would be informed before the office of the Public Trustee was transferred to the Civil Service. Mr. Montagu: By transference to the Civil Service I presume that my hon. friend means the establishment of the unestablished officers in the department. This would be an administrative change which the Treasury have full power to sanction if they think it desirable, and in the event of such transference the undertaking desired might involve delay and consequent hardship to the officers concerned.

The new rules under which poor suitors may apply for legal assistance in the High Court of Justice came into operation on Tuesday. Already, says the *Times*, nearly 1,400 applications have been received by Mr. A. Hassaro Short, secretary to the London Prescribed Officers. Five hundred solicitors in all parts of the country—including firms of excellent standing in various towns—and 300 counsel have intimated their willingness to act on behalf of the poor suitor. In the applications which have already been received actions for divorce predominate. Many applicants wish to claim estates in chancery, and a number of would-be suitors, are interested in matters of probate. The rules apply only to proceedings in the High Court, and applicants must give the names of two references. It seems probable that, as the system becomes more widely known, the prescribed officers will have a very large volume of applications to consider. At present letters arrive by hundreds daily, and some 30 or 40 callers are interviewed at the offices in the Royal Courts of Justice. It is hoped that some of the cases may be brought into chambers fairly soon.

The National Peace Congress at Liverpool on Wednesday discussed the preparation for and the work of the third Hague Conference. Sir John Macdonell, Senior Master in the Supreme Court and King's Remembrancer, who had hoped to preside, but was detained in London, suggested, says the *Times*, in a letter that in the first place arrangements should be made for convoking the Hague Conference at fixed and short intervals—at most, of five years. Thus there would gradually be built up a complete system of international law, one of the surest safeguards of peace. In the second place there ought to be a clear expression of opinion in favour of the immunity of private property from capture at sea. The seizure of peaceful merchant vessels was both barbarous and futile. The natural supplement would be the immunity of private contracts from the effects of war. He would like to see the total abolition of contraband, and if that were at present impracticable, there could not too soon be an end of the loose, indefinite category of conditional or accidental contraband, so often a source of annoyance and irritation to neutrals. The subject of mines, floating and anchored, imperatively called for attention, and he trusted that some protest would be made against the extension to the regions of the air of the horrors of war in new and aggravated forms.

Upon the occasion of his first judicial visit to Reading to open the Berkshire Summer Assizes the Lord Chief Justice (Lord Reading) was presented, on the 3rd inst., says the *Times*, with an address of congratulation by the corporation. The address recalled with satisfaction and gratitude his connection with the borough as its representative in the House of Commons for upwards of nine years in four successive Parliaments, and mentioned that he was the first Attorney-General to be appointed a member of the Cabinet. Lord Reading, in replying, said that Reading had for him many very dear and interesting associations. He was returned five times as its member, and he sat in four successive Parliaments. In fact, his whole career in the House of Commons was as member for Reading. It was a special source of satisfaction that he had been able to select Reading as the first of his judicial visits since being elevated to the Bench. The responsibilities of the position and the duties were great indeed, but it would always be an

encouragement to him in the performance of those duties to know that he carried with him the good wishes of so many of his friends in Reading. In the past, continued the Lord Chief Justice, Reading had had many associations with judges, but he was proud to think that of the long line he was not only very closely associated with the town in many ways, but would henceforth in his official position and in private bear the name of Reading. It was his most fervent wish that, under the guidance and influence of the Corporation of Reading, the town, which during his association with it had spread its wings already wide, would increase in importance and prosperity to the general happiness of the inhabitants.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—(Advt.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers William Baker & Co., The Model Factory, Oxford.—(Advt.)

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY R.C.A.	APPEAL COURT No. 1	Mr. Justice JOYCE.	Mr. Justice WARRINGTON.	Mr. Justice WARRINGTON.
Monday June 15	Mr. Bloxam	Mr. Church	Mr. Jolly	Mr. Gresswell	Mr. Gresswell
Tuesday 16	Jolly	Farmer	Gresswell	Borror	Leach
Wednesday ... 17	Gresswell	Synges	Borror	Synges	Borror
Thursday 18	Leach	Jolly	Farmer	Bloxam	Synges
Friday 19	Borror	Bloxam	Gresswell	Bloxam	Jolly
Saturday 20	Goldschmidt	Gresswell			
Date.	Mr. Justice NEVILLE.	Mr. Justice EVE.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice ASTBURY.
Monday June 15	Mr. Goldschmidt	Mr. Synges	Mr. Farmer	Mr. Leach	Mr. Leach
Tuesday 16	Bloxam	Borror	Synges	Goldschmidt	Goldschmidt
Wednesday ... 17	Farmer	Jolly	Bloxam	Church	Church
Thursday 18	Church	Bloxam	Goldschmidt	Gresswell	Gresswell
Friday 19	Gresswell	Goldschmidt	Leach	Jolly	Jolly
Saturday 20	Leach	Farmer	Church	Borror	Borror

TRINITY SITTINGS, 1914.

COURT OF APPEAL.

APPEAL COURT I.

Tuesday, 9th June—Ex parte Applications, Original Motions from the Chancery, Probate and Divorce Divisions, and Appeals under the Workmen's Compensation Acts.

APPEAL COURT II.

Tuesday, 9th June—Ex parte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division.

Wednesday, 10th June—King's Bench Final and New Trial Appeals will be heard and continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT III.

MR. JUSTICE JOYCE.

Tues., June 9 { Mot., sht caus, pets, fur con,
Wednesday 10 { and non-wit list
Thursday 11 { Non-wit list
Friday 12 { Mot. and non-wit list
Saturday 13 { Manchester and Liverpool
business
Monday 14 { Sitting in chambers
Tuesday 15 { Sht caus, pets, fur con, and non-wit list
Wednesday 16 { Non-wit list
Thursday 17 { Mot. and non-wit list
Friday 18 { Non-wit list
Saturday 19 { Non-wit list
Monday 20 { Sitting in chambers
Tuesday 21 { Sht caus, pets, fur con, and non-wit list
Wednesday 22 { Non-wit list
Thursday 23 { Mot. and non-wit list
Friday 24 { Liverpool and Manchester
business
Saturday 25 { Sitting in chambers
Monday 26 { Sht caus, pets, fur con, and non-wit list
Tuesday 27 { Sht caus, pets, fur con, and non-wit list
Wednesday 28 { Non-wit list
Thursday 29 { Mot. and non-wit list
Friday 30 { Liverpool and Manchester
business
Monday 1 { Sitting in chambers
Tuesday 2 { Sht caus, pets, fur con, and non-wit list
Wednesday 3 { Non-wit list
Thursday 4 { Mot. and non-wit list
Friday 5 { Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.R.—The following papers on further consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed order, 1 copy pleadings, 1 copy judgment and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT I.

MR. JUSTICE WARRINGTON.

Except when other business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Witnesses throughout the Sittings.

The Court will sit at 10.15 and rise at 4.15 each day except Saturday, when there will be no sitting.

CHANCERY COURT IV.

MR. JUSTICE NEVILLE.

Except when other business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses throughout the Sittings.

The Court will sit at 10.15 and rise at 4.15 each day except Saturday, when there will be no sitting.

LORD CHANCELLOR'S COURT.

MR. JUSTICE EVE.

Except when other business is advertised in the Daily Cause List Actions with

Witnesses will be taken throughout the Sittings.

During these Sittings the Court will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting.

CHANCERY COURT V.

MR. JUSTICE SARGANT.

In this Court the work will be taken as follows:—

Mondays, 10.15 a.m.—Chamber Summons.

3 p.m.—Short Causes.

Tuesdays—Further Considerations, Petitions, and Non-Witness List.

Wednesdays—Non-Witness List.

Thursdays—Non-Witness List.

Fridays—Motions and Non-Witness List.

Motions will be taken on the first day of Trinity Sittings, Tuesday, June 9.

N.R.—There will be no Saturday Sittings but on other days the Court will sit at 10.15 and rise at 4.15.

CHANCERY COURT II.

MR. JUSTICE ASTBURY.

The business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays Sitting in chambers

Tuesdays Companies Acts and non-wit list

Wednesdays For con and non-wit list

Thursdays Non-wit list

Fridays Mot, sht cause, pots and non-wit list

There will be no sitting on Saturdays; the Court will sit from 10.30 to 4.30 other days.

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1913.

Channel Collieries Trust Ltd & ors

v Dover, St Margarets &

Martin Mill Light Ry Co & ors

Brind v Mitchell

Sarason v Frenay

The Oram Lamp Works Ltd v

Pope's Electric Lamp Co Ltd

Divorce Ollier, M W S (Petitioner) v Ollier, M C (Resp't)

Davis, W G (Co-Resp't)

FROM THE COUNTY PALATINE COURT OF LANCAS-TER.

(General List.)

1914

Lister v Lawler (Manchester District Registry)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1914.

Probate In re J A C Hogan, dec

Clements v Hogan

Divorce Woodcock v Woodcock

& Codesido (Glaister Intervenant)

Divorce Costenoble v Costenoble

& Cloudeley

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Debtor), No. 343 of 1913

In re A Debtor (expte The Debtor), No. 980 of 1914

In re G F Branson (expte H J de C Moore, the Trustee v Thomas Branson), No 1,440 of 1913

In re Pethick Dix & Co (expte R J Ward, the Trustee v E T Marr), No. 890 of 1913

In re A Debtor (expte The Debtor), No. 1,245 of 1913

FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final List.)

The General Estates Co Ltd v Beavon (c a v May 1)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1913.

Holland & Hannen & Cubitts Ltd v Decies

Bendix v Chilean Syndicate Ltd & anr (s o to June 29)

Stepney & Bow Educational Authority v The Commrs of Inland Revenue (Revenue Side) (s o till after decision in House of Lords in "Marquis Camden & Inland Revenue Commrs")

Mash (Appl't) v Darley (Resp't)

The M Thomas Shipping Co Ltd v London & Provincial Marine & General Insee Co Ltd

British Oil & Cake Mills Ltd v Port of London Authority

South African Motor Transport Co Ltd v Sydney Straker and Squire Ltd

Holland & Hannen & Cubitts Ltd v Decies

Charles Lee Roberts & Co v Marsh

M E Booty, an infant (by her Father, G Booty) v London Pressed Hinge Co

Donald Tarry & Slade v Hilckes

Tabraham v Kellett (abated—receiving order made against Deft Kellett)

Harrington v Pearl Life Assce Co Ltd

Thomas v Carr

Pursell v Clement Talbot Ltd

Kirby v Chesam (H.M. Commrs of Works, 3rd parties)

Saaler v London General Omnibus Co Ltd

Ashton & Mitchell Ltd v Burns

Joseph Travers & Sons Ltd v Cooper

Gibson v Marks

Hurst v Picture Theatres Ltd

Great Western & Metropolitan Ry Cos v The Assessment Committee of the Met Bd of Hammersmith

Gabriel & Sons v Churchill & Sim

Lamport v Siegenberg & ors

Evans v Main Colliery Co Ltd

Codling v J Mowlem & Co

Proenca v South American Ry Construction Co Ltd

Gonsky v Rosenfeld & Koeri

Mossley Transport Co Ltd v London & North Western Ry Co

Alston v Durell

Stott (Baltic) Steamers Ltd v Marten & ors

Williams v New Manchester Theatres Ltd

Ford v Summerhayes

Smith v Motor Union Insee Co

Hutchins v London County Council

Dobson v Horsley

Pitt v Salmon

In re an Arbitration between The Saccharin Corp Ltd and The Anglo-Continental Chemical Works Ltd

In re an Arbitration between the Mawson Shipping Co Ltd and P Reyer

Ricketts v Thomas Tilling Ltd

Reichardt v Shad

Wills v The Great Western Ry Co

Briggs v Metallurgique Ltd

Bull v Painter

F Winkle & Co Ltd v L Gent & Son

Tofts v Pearl Life Assce Co Ltd

Burrell & Son v Hind, Rolph & Co

Pearson v Wakefield & Puttock

Hendon Paper Works Co Ltd v Sunderland Assessment Committee.

Lotinga v The People Ltd

Wainwright, Pollock & Co v Rubber Produce Agency Ltd

Wood and anr v Hill-Wood

Hill-Wood v Wood and anr

Lotinga v The Globe Publishing Co Ltd

Lon & Counties Assets Co Ltd v Brighton Grand Concert Hall & Picture Palace Ltd

Dobb v de Pinna

The Darwen & Mostyn Iron Co Ltd & anr v The Dee Conservancy Board

1914.

Myers v Bradford Corp'n

Morrell v Berrington & Co

THE COURT OF APPEAL.

TRINITY SITTINGS, 1914.

The appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION.

Judgments Reserved.

(General List.)

Rees v Robbins (c a v May 23)

In the Matter of the Companies (Consolidation) Act, 1908 and

In the Matter of the Law Guarantee Trust and Accident Soc Ltd

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1913.

In re Drewell, dec Storr v Drewell

In re P C Smith, dec Smith v Smith (s o generally)

In re an Application, No. 349,763, by the Texas Co for registration and In re The Trade Marks Act, 1905.

1914.

Appenrodt v London County Council (s o generally)

Stanbank v Chapman

Smith & anr v Medhurst & ors

Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Levenstein Ltd

Mann & Co v Furnival Ltd

Petty v Parsons

In re Terms of Settlement - Whenmouth v Booty

In re Meadows, dec Meadows v Meadows

In re Elizabeth Blackeston, dec Rennie & ors v Evans

Wynn v The Conway Corporation

In re Rowland Staggs, dec Corbett & ors v Paget & anr

Stevens v The Junior Army & Navy Stores Ltd

Companies Winding Up

In re Companies (Consolidation) Act, 1908, and In the Matter of the Fatatina Development Corporation Ltd

Smith & anr v Colbourne

In re Beauchamp, dec Cadge & ors v Barker Hahlo & ors

In the Matter of the Estate of Sir John E A Murray Scott, Bart., dec Scott & ors v Scott & ors

Transvaal Lands Co Ltd v New Belgium Land and Development Co Ltd

Temple Press Ltd v McNab

In re George Follett, dec Dods v Follett

In re J R Griggs, dec (expte The School Board for London)

In re Wedgwood, dec Allen v Wedgwood

Beard & ors v The Moira Colliery Co Ltd

Chappell & Co Ltd v Columbia Graphophone Co

The Bodega Co Ltd v Read

Joseph v London County Council

Francis, Day & Hunter v B Feldman & Co

Poulton v Moore
 Papworth v Mayor & Co of Batter-
 sea
 Norman v Great Western Ry Co
 Cassels & Co & ors v The Holden
 Wood Bleaching Co Ltd
 Spiers & Sons Ltd v Densham &
 Lambert
 Chaky & anr v North Eastern
 Insee Co (in liquidation)
 W & T Avery v Charlesworth
 The Century Bank of the City of
 New York v Mountain
 Polurrian Steamship Co Ltd v
 Young
 Burrage v A Cauldrey & Co Ltd
 Amato v Costello & Cavey & Co
 Harper v Eyjolfsson
 Wiffen v Bailey & The Romford
 Urban District Council
 Porter v Tottenham Urban Dis-
 trict Council
 London Theatre of Varieties Ltd v
 Evans
 George v Scott
 Pitchford v Blackwell Colliery Co
 Ltd
 Higginson v Blackwell Colliery
 Co Ltd
 Abrahams v Dimmock
 Jay's Furnishing Co v Brand &
 Co & anr
 Taylor (Trading, &c) v Warwick
 Reid v Copper
 Newton v The Mayor, &c, of St
 Marylebone
 Kemp & anr, Executors v Sum-
 mers & Sons, Ltd
 Barwell v Newport Abercarn
 Black Vein Steam Coal Co Ltd
 Reid v Royal London Mutual
 Insee Soc Ltd
 Block v Melham & In re a Garni-
 shee Order Block v Litvin
 Associated Portland Cement
 Manufacturers (1910) Ltd and anr
 v Ashton
 Haywood v Faraker
 Burrell v Palmer
 Bradbury v Meace
 Ellis & Sons v Creasey
 Godfrey (trading as Godfrey &
 Collins) v Ebner
 West Riding of Yorkshire Rivers
 Board v Linthwaite Urban Dis-
 trict Council
 La Parana Societe v John Voss
 & Co
 Fairbanks v Florence Coal & Iron
 Co Ltd
 Lacey v Nutt
 Crisp v Moores
 Hewitt v Leggatt and ors
 Issett v Birmingham & Warwick
 Canal Navigation Co
 Robin and ors v Whitehead and
 ors
 Shaffer v Sheffield and anr
 Eastwood v McNab and anr
 Webb v Weld-Blundell
 In re The Agricultural Holdings
 Act, 1908, and In re an Arbitra-
 tion between Cross & Morrison
 Camp v The British Motor Cab
 Co Ltd
 Dejardin v Maurice Vautier & Co
 Vaal v Roberts
 Maskell v Horner
 Palmer v Ottoway
 Associated Newspapers Ltd and ors
 v Mayor, &c, of City of London
 Mayor, &c, of the City of London
 v Associated Newspapers Ltd and
 ors
 Adam v Ward
 Taylor v Cardiff Gas Light and
 Coke Co
 Beattie v Sternberg and anr
 Potter v John Welch & Sons Ltd

L'Union Compagnie Anonyme
 D'Assce Contre L'Incendie v
 The British Crown Assce
 Corpn Ltd
 Davies v Williams
 Day v Willard and ors
 Burford v Edge (S F Edge Ltd, 3rd
 party)
 In the Matter of The Arbitration
 Act, 1889, and In the Matter
 of Local Government Act, 1888
 The County Council of Gla-
 morgan, The Mayor, &c., of
 Cardiff and the Mayor, &c., of
 the County Borough of Swansea
 H J Buckmaster
 Syndicate Ltd and Everett and
 In the Matter of an Inter-
 pleader Issue—J H Brown v
 H J Buckmaster
 Upton v Curtis
 British Business Motors Ltd v S F
 Edge Ltd and Edge
 Lewis v Mills
 Petre v Peterson
 Smith v Greig
 Robinson v Smith
 Yuilla Ltd v The Lodore Steam-
 ship Co Ltd
 William Whitaker & Co Ltd v
 Joshua Tetley & Son Ltd
 Hayward and ors v Bullard and
 anr
 Hayward v Bullard and anr
 The Commrs of Inland Revenue
 v Smyth appl of Petr
 Hunter v Commrs of Inland
 Revenue
 Dreyfus v The Niger Co Ltd
 Horwick v Symond
 Grimsby Palace Theatre & Buffet
 Ltd v Merson
 Proctor v Tarry and anr
 The Pyman Steamship Co Ltd v
 Hull & Barnsley Ry Co
 Goodman v Fradd
 Hey v Baxter
 Birmingham Telephone Co (New
 System) Ltd v Herbert Terry &
 Sons
 Biggs v Thomas Anderson Ltd
 O'Donoghue v Cheshire Lines
 Committee
 Perfecta Seamless Steel Tube &
 Conduit Co Ltd v Royleys Ltd
 Fortescue v Smith, Son & Gow-
 land
 Commercial Bank of Australia Ltd
 v Minnett and anr
 E W J Savill v S Dalton
 Weston v Great Western Ry Co
 Howell v Dering and ors
 Java Hevea Rubber and Tobacco
 Estates Ltd v Clarke
 Mayes v Newell
 Cove v Army & Navy Auxiliary
 Co-operative Supply Co
 In the Matter of an Arbitration
 between English and Goodrick
 Morris v Bloch and ors
 Jordan v Morris
 Chamberlain v The Manchester
 & Liverpool District Banking
 Co Ltd
 In re The Arbitration Act, 1889,
 and In re an Arbitration be-
 tween Met Water Board and
 The London, Brighton & South
 Coast Ry
 The General Accident, Fire &
 Life Assce Corpn Ltd v Knowles
 Harris v Taylor
 Ford Motor Co (England) Ltd v
 Armstrong
 London Theatre of Varieties Ltd v
 Evans

FROM THE PROBATE, DI- VORCE AND ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1914.

The Repro—1913—Folio 365 The
 Owners of Steam Trawler
 English Prince and ors v Owners
 of Steam Trawler Repro
 (damage)

The Humber—1913—Folio 470
 The Owners of Steamship Dot
 v The Owners of Paddle Tug
 Humber

The Peter Benoit—1913—Folio
 429 The Owners of the Steam-
 ship Aurera v Owners of
 Steamship Peter Benoit (dan-
 age)

The Ape—1913—Folio 237 The
 Owners of Steamship Falka and
 ors v The Owners of Steamship
 Ape and freight

The Urania—1913—Folio 310
 The Owners of Steamship
 Jaegersborg v The Owners of
 Steamship Urania and freight

The Fiume—1913—Folio 23 The
 Owners of Steamship Sampan v
 The Owners of Steamship
 Fiume (damage)

The Humber—1913—Folio 335
 The Owners of Cargo now or
 lately on board the Vessel
 Humber v The Lancashire &
 Yorkshire Ry Co (breach of
 contract)

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1912.

The King v Justices of the
 County of London and ors
 (expte Stanley)

The King v Justices of the
 County of London and ors
 (expte the London County
 Council)

1914.

Jeager Bros Ltd v Jeager

Same v Same

New York Motion, &c, and anr
 v Transatlantic Film Co Ltd

Howell v Dering and ors (June 9,
 with a Final Appeal)

Clark v Sopwith Aviation Co Ltd

Hince v Robinson

Millington v Trim

Beresford v White

The Toronto Ry Co Ltd v The
 National British & Irish Millers'
 Insee Co Ltd

S Mackover & Co v Schimmel-
 pfeng

In the Matter of the taxn of
 costs and In the Matter of P
 Hildesheim, a Solr, &c

Fox and anr v Butterworths and
 ors

Kirreh v The National Provincial
 Bank of Endland Ltd and ors

IN RE THE WORKMEN'S COMPEN-
 SATION ACTS, 1897 and 1906.

(From County Courts.)

1913.

Wheatley v The Lumley Brick Co
 Ltd (s o for settlement)

Marshall v Price, Wills & Reeves
 (s o for judgment of County
 Court)

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 Dawson St.



Weekes v W Stead & Co (s o generally)
 Erwin & Massey v Saunders (s o pending settlement)
 Price v Tredegar Iron & Coal Co ld
 Turnbull v Vickers ld
 Mortimer v Wisker (not before June 15)
 Chilton v Blair & Co ld
 Rudge & Son v G Young & Son
 Godbolt v London County Council

1914.

Durrant v Smith & Co
 Jiliard v Eaton & Sons (s o pending settlement)
 Burman v Zodiac Steam Fishery Co
 The Graigola Merthyr Co ld v Davies
 George Rogers v Metropolitan Borough of Holborn
 Reed & Reed v Steamship Wyneric & Co ld
 Kemp v Lewis
 Bousall v The Midland Colliery Owners Mutual Indemnity Co ld
 Maskery v Lancashire Shipping Co ld
 Booth (Elizabeth) v Leeds & Liverpool Canal Co
 Scott v The Long Meg Plaster Co
 Giardelli v London Welsh Steamship Co ld
 Taylor v Ward & Co (Worcester) ld
 The Dependants of James Cue, dec v Port of London Authority
 Thompson v Richard Johnson & Nephew ld
 Sheldon v Needham
 Trigg v Vauxhall Motors ld
 Booth v Primrose Main Colliery Co ld

Jones v D Davies & Sons ld
 Rushton v George Skey & Co ld
 Legge v Nixon's Navigation Co ld
 Griffiths (infant) v The Island Lead Mills ld
 Rowsell & Matthews v Haward
 Pugh v Earl Dudley
 Williams v Owners of Steam Trawler Duncan
 Dalgliesh v J H Gartside & Co ld
 Pepper v Sayer & anr
 Evans v Barrow Haematite Steel Co ld
 Keen v St Clements Press ld
 Bagley v Furness, Witly & Co ld
 Goodsell v Owners of Ship (or Sailing Barge) Lloyds
 B Thornber & Sons ld v Durkin
 Finnerty v Hughes
 Pimm v Clement Talbot ld
 Lewis & ors v Port of London Authority
 Marshall, Sons & Co ld v Prince
 Green v Phillips & Evans
 Taylor v Cripps
 Shepherd v Great Western Ry Co
 Whitehead v The Farmers & Cleveland Dairies Co ld
 Clayton v Hardwick Colliery Co ld
 Maunders v Hancock
 Henshaw v Fielding
 Pritchard v Torkington
 Davies v Cardiff Collieries
 Hockley v West London Timber & Joinery Co ld
 Wooster v Lush
 Potts v Guildford Syndicate ld
 Davies v D Davis & Sons ld
 Freeman v Clift
 Jude v Shanks
 Hunt v Highley Mining Co ld
 Derbyshire v J Hetherington & Sons ld
 Roberts & ors v George Trollope & Son and Cols & Sons ld

Bedwell v London Electric Ry Co
 Woodhouse v Midland Ry Co
 Sambrook v The New Sharlston Collieries Co ld
 McCord v The Owners of Steam Trawler City of Liverpool
 Cook v Manvers Main Collieries ld
 Scott Bros ld v Smith

Thompson v John Newton & Co
 Finlayson v Owners of Ship Clinton

N.B.—The above List contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to May 30th, 1914.

HIGH COURT.—CHANCERY DIVISION.

TRINITY SITTINGS, 1914.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice JOYCE will take his Business as announced in the Trinity Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester Business on Saturdays, the 13th and 27th of June and the 11th and 25th of July.

Mr. Justice WARRINGTON.—Except when other Business is advertised in the Daily Cause List Mr. Justice WARRINGTON will sit for the disposal of His Lordship's Witness List throughout the Sittings. The Court will sit at 10.15 a.m. and rise at 4.15 p.m. each day except Saturdays, when there will be no sitting.

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings. The Court will sit at 10.15 a.m. and rise at 4.15 p.m. each day except Saturdays, when there will be no sitting.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings. During these Sittings Mr. Justice EVE will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting.

Mr. Justice SARGANT will take his Business as announced in the Trinity Sittings Paper.

Mr. Justice ASTBURY will take his Business as announced in the Trinity Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SARGANT, and Mr. Justice ASTBURY will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SARGANT, and Mr. Justice ASTBURY.

BY ORDER OF TRUSTEES.

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and

and

and

Nos. 72 and 74, CANNON STREET.

Nos. 82 and 84, CANNON STREET.

No. 92, CANNON STREET.

No. 26, CANNON STREET.

No. 92, QUEEN VICTORIA STREET.

36, BREAD STREET.

35, BREAD STREET.

34, BREAD STREET.

QUEEN VICTORIA STREET.

No. 15, NICHOLAS LANE.

No. 78, LOWER THAMES STREET,
 WATERLOO FLOUR MILLS, COMMERCIAL ROAD, LAMBETH.

FREEHOLD AND LEASEHOLD.

No. 91, CANNON STREET.

No. 1, SUFFOLK LANE, and Nos. 31, 32 and 33, RUSH LANE.

Nos. 5 to 8, IDOL LANE, and Nos. 29 to 35, and 37 and 38, ST. MARY-AT-HILL.

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Particulars of Messrs. Mackrell, Macon, Gollee, and Quincey, Solicitors, 21, Cannon Street and of the Auctioneers, 80, Cheapside, E.C., and 11, Waterloo Place, S.W.

Motions, Petitions, and Short Causes will be taken on the days stated in the Trinity Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and SARGANT, J.J.

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, J.J.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, J.J.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to May 30th, 1914.

Before Mr. Justice JOYCE.

Retained Witness Action.

Charlesworth v Charlesworth

Further Considerations.

In re G A Wedgwood's Estate

Randall v Poole

Cannell v Cannell

Causes for Trial without Witnesses and Adjourned Summonses.

In re Ward's Settlement Ward v Ward (s o)

In re B Muratti, Son & Co's Application and In re The Trade Mark Act, 1905

In re Dilcher, dec Davies v Thompson (s o)

In re Aveline, infants

In re Thames Ironworks Shipbuilding, & Co Farrer v The Company

In re C H W Wenge, dec Waltero Non-inflammable Cellolele Id v Wenge

In re S Field, dec Holt v Pridie Bedford v J E Turner & Co Id

In re Clarke, dec Sharrock v Musgrave

In re J Lancaster, dec Lancaster v Lancaster

In re Egerton's Settlement Wilton v Foster

In re J P Wagstaff, dec Ross v Jalland

In re A H Harman, dec Dinn v Harman

In re C W Owen's Trusts Owles v Mundy

In re Apletre, dec Apletre v Simpson

In re J P Lacy, dec Lacy v Lacy

In re J Flavell, dec Prince v Chatham

In re Herbert, dec Blount v Herbert

In re W J Tait's Settlement Battersby v Tait

In re Gray's Settlement Trotter v Gray

In re Biscoe's Settlement Biscoe v Biscoe

In re Kelsall, dec Hastings v Ashurst

Blakoe v Blakoe Wheel Co Id

In re Oppenheim, dec Oppenheim v Oppenheim

In re C F Norman, dec Thackeray v Norman

In re Elwes' Settlement Elwes v Thorneycroft

In re John Sweetland's Settlement Woolley v Sweetland

In re T L Goodlake, dec Henry v Attorney-Gen

In re J A Michell, dec Ahern v Michell

In re C E Partington, dec Smith v Anderson

In re G Griffin, dec Lloyd v Griffin

Grierson v National Provincial Bank of England

In re Knight, dec Monier-Williams v Beck

In re T Parsons, dec Parsons v Parsons

In re G F Tattersall, an infant

In re McMurtrie, dec McMurtrie v McMurtrie

In re Wm Raven, dec Spencer v Raven

In re Whitfield's Indenture Cork v Gibbons

In re M J Fowler, dec Briers v Fowler

In re H Page, dec Cotgrove v Wilson

In re F Suarez Suarez v Suarez Baring v Ashburton

In re Richard Phipps, dec Phipps v Rice

In re W D Paine, dec Swallow v Public Trustee

In re Daniel, dec Morgan v Owen

In re The Orograph Process & Radiant Sign Co Id Wertheimer v The Company

In re Edward Pink, dec Warland v Pink

In re F Hollingsworth, dec Holland v Israel

In re H S Lacon, dec Lacon v Lacon

In re G A Wedgwood, dec Randall v Poole

Before Mr. Justice WARRINGTON.

Retained Matters.

Causes for Trial (with Witnesses).

(From Mr. Justice Swinfen Eady's List.)

In re W G Probyn, dec Probyn v Drayton (s o generally)

Grosslicht v Patent Protection Assoc Id (s o pending petn to wind up)

Adjourned Summonses.

In re The Estate of Martha Hudson, dec Armitage v Beck (s o generally)

Causes for Trial (with Witnesses).

Mendelssohn v Traies & Son (s o pending settlement)

In re M S Cooper, dec Reeder v Curtis & ors (s o until further order)

In re Kenrick & Jefferson's Patent, No 6,629, of 1903 (s o for amendment of specification)

Mills v Grundherr (s o liberty to apply to restore)

Mercedes Daimler Motor Co Id v John Marston Id (s o generally)

Barnes v Goldfinch (stayed for security)

Naunton & ors v Whitehouse (s o Goodhind v Bexon (s o until further order)

Hughes v Evans (s o generally)

In re G T Congreve, dec Moxon & ors v Dransfield (s o generally)

Wright & ors v Wright & anr (stayed for filing of depositions)

Edward Ernest Lehwess v The Newfoundland Oil (Parent) Development Syndicate Id & anr (s o generally)

In re Letters Patent, No 19,949 & 19,949a of 1906, granted to W H Brown and In re Patents and Designs Act, 1907 (s o June 20)

In re Letters Patent, No 14,953 of 1908, granted to W H Brown and In re The Patents & Designs Act, 1907 (s o June 20)

In re Letters Patent, No. 13,624 of 1908, granted to W H Johnson and In re The Patents and Designs Act, 1907 (s o June 20)

W N Sharpe Id v Solomon Bros Id

In re The Matter of Trade Mark, No 347,359 of W N Sharpe Id & In the Matter of Trade Marks Act, 1905 (for June 23, subject to anything pt hd)

Salaman & anr v Constrant (s o for 14 days after filing interrogatories)

Foran v Attorney-Gen (s o generally)

Walker v Paine (s o generally)

Read v Hubble

In re The Estate of J Robson, dec Haisman & anr v Robson & ors (not before July 1)

The Swansea Gas Light Co v Swansea Rural District Council (pt hd)

Rosenbaum v Beadell

Townsend v Pfenninger (restored)

Josephson v The Unbreakable (Kinematograph) Film Syndicate Id (not before July 14)

Oppenheimer, Seckel & Co Id v Sutton (s o not before June 12)

Genoni v J Lyons & Co Id pt hd (s o generally)

In the Matter of Letters Patent, Nos 16,686, 24,174 and 26,033 of 1911 and No. 6,674 of 1912 granted to John George Robinson and In re The Patents and Designs Acts, 1907 and 1908 (not before June 22)

In the Matter of Letters Patent granted to Edward Sydney Luard & John George Robertson, No 9,165 of 1911 and In re The Patents & Designs Acts, 1907 and 1908 (not before June 22)

Maule v Maule

Hancock v Pearson

English v Cliff (s o for security)

Wingfield Stratford v Jones

Gardner v Halley

Buchan v Ayre & Kingcome & ors

Ryland & Rowney v Cooke-Hill

Groom v Groom

Dunn v Aldridge

Thornton McCormick Co (Incorporated) v Maitland

Cowgill v Stenbridge

Before Mr. Justice NEVILLE.

Retained Adjourned Summonses.

In re Simpson Court's & Co v Church Missionary Soc

In re Davies Evans v Davies

In re Phillips. Idris v Skinner

In re Viscount Hood's Estate Gregory v Hood

In re Lord Northwick, dec Bathurst v Churchill

In re Azario Marchi v Azario

In re Mainardi's Trusts Mainardi v Bruce

Causes for Trial (with Witnesses).

Morse v The Garnant Anthracite Collieries Id

Garnant Anthracite Collieries Id v Morse

In re M A Kerford, dec Job v Pilcher

Ashburton v Wemyss & ors

The British Wright Co Id v O'Gorman

Stockings v England

Strinberg v Slade

List v de Jotemps

Hildreth v Davies

Rural Holdings Id v Priest

Frangopulo v Vagliano Anthracite Collieries Id

Crow v Wilson

Fernley v R Leslie Id

Van Heemstede v Myring (not before June 15)

Davies v Bradford

Willett v Simpson

Curtis v Odhams

In re Harriett Smith, dec In re C M Smith Winter v Smith

In re Maria Williams, dec In re C M Smith Winter v Smith

Richmond v Richmond

Keynes v Youngman

The Day Time Register Co v Rusmold Id

Goldsol v Goldman

Head, P H v Denny

Head, Mrs v Same

Touboul v Royal Botanic Soc of London

Before Mr Justice EVE.

Retained Adjourned Summonses.

In re Imperial Tobacco Co (of Great Britain and Ireland) Id

and In re the Trade Marks Act, 1905 (s o generally)

Causes for Trial (with witnesses).

In re Savage Official Receiver and Liquidator of Birkbeck Building Soc v Savage

Thurrock Grays & Tilbury Joint Sewerage Board v E J & W Goldsmith Id

In re E K Bridger, dec Bridger v Simpson

Shepherd v London & Lancashire Fire Insc Co Id

Davies v Evans

Cleator Moor U D C v Lord Leconfield (not before June 11)

Hatten v Hodgskin

Akker v Sassanie (not before June 22)

In re Beanes Lowitz v Richardson

Biggall v Red Hall Picture Palace Co Id

Enfield Wash Cinema Id v Linscott (not before June 12)

Ferne v Gorlitz

Leon v Slomnicki

Marconi v Helsby Wireless Teleless Telegraph Co (fixed for June 23)

Howard Asphalt Troughing Co Id v Co-operative Wholesale Soc Id

Swan v Pickering

Dayer Smith v Hadsley (not before June 22)

Fisher v Fisher

Jackson v Knutsford U D C

James v Hoyle

Banks v Maton

Dickinson v Arnold

Abrahams v Souin

In re Arthur Woolley, dec Woolley v Frost

Moore v Whitting

Great Central Ry Co v C Bushby & Sons

Robertson v H G Campion & Co

Ashworth v Agar

Rendall v Morphew

Helsham-Jones v Hennen & Co

Frank v The Hankow Light & Power Co ld
Cleaver v Webster
Fawcett v Scattergood
The Eastern Valleys Black Vein Collieries ld v The Elled Colliery Co ld
In re Thomas Jackson, dec Arnold v Jackson
In re Hodgson's Settlement Trusts Archer-Hind v Dunn
Browne v Crocker

Before Mr. Justice SARGANT.
Standing for Judgment.
Adjourned Summons.

In re John Harris, dec Davis v Harris (c a v May 27)

Retained by Order.

Actions (with Witnesses).

From Mr. Justice Swinfen Eady's List.

Natural Color Kinetograph Co ld v Speer and Rodgers (s o generally)
Booth v Williamson (s o generally)
Columbia Government v Columbian Emerald Co ld pt hd (s o)
Carter v du Cros (s o generally)
Hill v Gorton (s o generally)

From Mr Justice Eve's List.

Causes for Trial (with Witnesses).
Licenses Insee Corpn v Nat General Insee Co
Bains v Wetherfield pt hd
British Berma Motor Lorries ld v Yarwood & Rance
Same v John Yarwood & Co ld

(For Mr. Justice Neville.)

Companies (Winding Up) and Chancery Division.
Orange River Irrigation ld (s o generally)

Petitions (Unopposed first).

In re Graham Smith's Settled Estates and S E Act, 1877
In re Taylor's Patent, No 18,668 of 1905 (not before July 13)
In re Merten's Patent, No 17,198 of 1904
In re Magniez's Patent, No 19,200 of 1900 (not before July 15)
In re Mounsey Gregory v Mounsey (s o 1st petition day)
In re Wilberforce's Contract ph hd (s o to come on with summons)
In re Foster Foster v Foster (s o till 2nd Petition day)

Motions (by order).

Pond v Taylor (s o generally)
In re Smith Lee v Smith (s o generally)
Licenses Insee Corpn v National General Insee Co (s o generally)

(For Mr. Justice Eve.)

In Court (as Chambers.)

In re Elder, dec Elder v Tracey (for June 10)

Further Consideration.

Halford v Underhill

Causes for Trial without Witnesses and Adjourned Summons.

In re P Collings, a Solr, and In re Taxation of Costs (s o)

In re Nicholas Kendall, an infant (s o)

In re Letters Patent, No. 18,898 of 1904 & In re Patents and Design Act, 1907 (s o leave to amend)

In re Ernest Edward Street, dec Vevers v Holman (s o liberty to amend)

In re Woollett, dec Bate v Woollett (s o until further order)

In re Henry Smith, dec Tingle v Smith (s o generally)

In re Isaac Robinson Robinson v Robinson (s o generally)

Smith v Australian Mining Gold Recovery ld (s o generally)

In re Eyre, infants Guardianship of Infants' Act, 1886 (s o generally)

In re Thomas Key, dec Baker v Key (s o generally)

In re Beaumont, dec (Newcastle-upon-Tyne District Registry) (s o generally)

Egmont v Aman (s o liberty to apply)

McIntyre v Peters (s o liberty to restore)

In re an Appln by the English Record Co ld for registration of Trade Mark, No. 351,417 and In the Matter of Opposition thereto, No. 5,709, by the Gramophone Co ld and In the Matter of the Trade Marks Act, 1902 (s o generally)

In re Roger North's Voluntary Settlement Custance v North pt hd (s o generally)

In re Eliza Swaffield, dec Fry v Attorney-Gen (s o generally)

In re Brooking, dec Brooking v Brooking

In re Consett's Estates & In re The Settled Land Acts, 1882 to 1890

In re Clarke, dec White v Cantley (s o generally)

In re Frances Edens, dec Downing v Batsford (s o generally)

In re Charles West, dec West v Clarke

In re A M O Powell, dec In re Mortmain & Charitable Uses Act, 1691

Blackmore v Harding

In re Henry Wolfson, dec Burrell v Wolfson

In re T W Vaughan & Co ld Stark v T W Vaughan & Co ld

In re E F Wits, dec In re F E B Wits, dec Wits v Wits

In re Craven's Will Trusts Craven v Craven

In re Malcolm Brown, dec The Public Trustee v Hill & ors

In re North, dec North v Christie Parkin v Leighton

Woodward v Woodward

In re J R C Miller, dec McDowall v Miller

In re Julia Snee, dec Ovenell v Snee & ors

J T Smith and J E Jones ld Service Reeve & Co

In re Thomas Pethick & anr, Solrs. &c

In re Wilberforce's Trusts Wilberforce v Wilberforce (to come on before Petn No 6)

In re Selby, dec Church v Tancered

W N Sharp ld v Solomon Bros ld

Before Mr. Justice ASTBURY.

Retained Matters.

In re John Fletcher, dec Potter v Pullan

Fuller v Chippenham R D C pt hd (s o until June 16)

Further Consideration.

In re F T Pain, dec Pain v Pain Causes for Trial without Witnesses and Adjourned Summons.

In re Edwin L Gyde Gyde v Gyde

In re Bagots, Hutton & Co ld & In re Trade Marks Act, 1905 (not before July 8)

In re J H Manners-Sutton, dec Manners-Sutton v Manners pt hd (s o until June 17)

In re Same Same v Same

Machinery Users' Assoc (Incorporated) v Humphreys-Davies (to come on with motion in the same matter)

In re F W Butterfield, Solr

In re R Briggs Briggs v Richardson

In re James Hope, dec Fildes v Hardy

In re Martin, dec Langley v Martin

In re Lord Lawrence, dec Lawrence v Lawrence

In re John Wells, dec Wells v Brooke

In re J S Hockey's Settlement Hockey v Cox

In re Castleman's Settlement Trusts Castleman v Castleman

In re Renton & Kyle's Partnership Renton v Renton

In re M B Dampier, dec Dampier v Girdlestone

In re J E Geils, dec Geils v Dawson

In re Marshall, dec Holmes v Read

In re Hather, dec Halford v Hather

In re Thomas Goward, dec Smith v Ardin

In re Elizabeth Eliot, dec Eliot v Cornell

Keck v Faber

In re William Wright, dec Wright v Brown

Rowland v Dixon

Dicks v Haaswell

In re Henry Ellis, dec Thompson v Ellis

In re F D Lyon, dec Lyon v Lyon

In re Cottrell Dormer's Settlement Rickaby v Upton

In re E T H Brandon, a Solr

In re A Woodiwiss, dec Vogt v Briggs

Companies (Winding Up) and Chancery Division.

Companies (Winding Up).

Petitions.

Fredk Smith ld (petn of W R Frazier—s o from April 21, 1914, to June 9, 1914)

United Crude Oil Producers & Refineries ld (petn of M Judell—ordered on April 24, 1914, to stand over generally)

M Thomas & Son Shipping Co ld (petn of London and Provincial Marine & General Insee Co ld—ordered on April 28, 1914, to stand over pending an appeal)

Chilian Eastern Central Ry Co ld (petn of A Delimele—s o from May 5, 1914, to July 7, 1914)

Exchange of International & Colonial Commerce ld (petn of J G Griffith—s o from May 12, 1914, to June 9, 1914)

G M Oil Fields ld (petn of W A Colyer—s o from May 12, 1914, to June 9, 1914)

George de Pasquali ld (petn of Netherlands Bank of South Africa—s o from May 19, 1914, to June 16, 1914)

George de Pasquali ld (petn of Russian Commercial and Industrial Bank—s o from May 19, 1914, to June 16, 1914)

C Perls & Co ld (petn of The Little Lever Paper Staining Co ld)

Pook Bros & Co ld (petn of F W Pelling)

Sporting & Financial Press ld (petn of Metcalfe and Kemp)

Globe Publishing Co ld (petn of Linotype and Machinery ld)

England, Wills & Co ld (petn of L Baagoe)

Meek & Denman ld (petn of Martin Earle & Co ld)

British & Brazilian Rubber Planters & Manufacturers ld (petn of Bremner & Laycock)

Plant Plantoids ld (petn of The Standard Tablet and Pill Co ld)

Chancery Division.

Petition (to confirm alteration of Memo. of Association).

Army & Navy Co-operative Soc ld

Petition (to confirm Re-organisation of Capital).

Cooper Steam Digger Co ld (s o from June 10, 1912, to June 9, 1914)

Petitions (to confirm Reduction of Capital).

Yangtze Valley Co ld & reduced Filisola Rubber & Produce Estates ld & reduced

Commercial & Agency Co of Egypt ld & reduced

Rowley & Co ld & reduced Bassano ld & reduced

Du Barry & Co ld & reduced South Western Dairies ld & reduced

Petition (to sanction Scheme of Arrangement and confirm Reduction of Capital).

City of London Brewery Co ld & reduced

Petitions (to sanction Scheme of Arrangement).

William Coleman's Ordinary Shares ld (petn of H W Cutting—ordered on March 3, 1914, to stand over generally)

Mashonaland Ry Co ld (petn of the Company)

Springfield Breweries ld (petn of the Company)

Burma Development Syndicate ld (petn of the Company and its Liquidator)

Motions.

John Cordeux & Sons ld (to declare dissolution void—s o from May 19, 1914, to June 9, 1914)

Athill Bros ld

Nightingale v Athill Bros ld & ors (for attachment (s o from May 26, 1914, to June 9, 1914)

Chancery Division.

Action for Trial.

Kuhn v Cubanel Syndicate ld (with witnesses)

Companies (Winding Up) and Chancery Division.

Court Summons.

Law Guarantee Trust & Accident Soc ld (claim to reinsurance

money—ordered on April 1, 1914, to stand over generally)
 Orange River Irrigation Id (disputed charge on assets—ordered on April 2, 1914, to stand over generally—retained by Mr Justice Sargant)
 French South African Development Co Id
 Partridge v French South African Development Co Id (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)
 Oil & Ozokerite Co Id (to vary list of contributories—with Wit-

nesses—ordered on April 2, 1914, to stand over generally)
 New Tredegar Gas & Water Co Id (as to distribution of surplus assets—ordered on April 21, 1914, to stand generally)
 Oil Fields of Mexico Id (for payment of dividend—with witnesses)
 Same (as to shares the subject of No. 6—with witnesses)
 H E Thorne & Son Id (on distribution of assets)
 Johnson Secret Wireless Telegraph & Telephone Testing Syndicate Id (on preliminary objections)

Worsley Bros Id v Michelson
 In the Matter of the Milton Press Id
 Mutimer v Turner
 Bull v McDiarmid
 Higgins v Beauchamp
 Sunderland v Glover
 Symonds v Leibbrand and anr
 Barnard Castle R D C v Newsham Colliery Co Id
 In the Matter of Thomas Henry Jackson, Solr
 Gardner v Lester
 Williams v Dix
 Chance and ors v Phillips
 South-Eastern Ry Co v London County Council
 Wakefield v Duckworth and anr
 Poole & Son v Shorrock
 Elsmie & Son v Sharp & Co
 Anglo-Continental Fertilizers Syndicate v Briquette Machinery
 Yorkshire and Lincolnshire Tar Distillation Co v Hasland Cooking Co
 McLeod v Anderson
 Parish v R G Motor Co Id
 Davies v Pearman
 Smallman v Public Trustee
 Sternberg v Moone Nettlefold Co and anr
 Brayfield v London County Council
 Purchase v Lichfield Brewery Co
 Stoker v Mayor, &c, of Morpeth
 Pethick Bros v Governors of Seale Hayne College
 Turner v Pitchers
 Beechwood Steamship Co v Palmer's Shipbuilding, &c, Co
 British Motor Cab Co v Robinson
 Apothecaries Soc v Burden
 Barnard & Sons v L and S W Ry Co
 Bland and Wife v Bethell

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION

TRINITY SITTINGS, 1914.

CROWN PAPER.

For Hearing.

The King v Bloomsbury Income Tax Commrs
 The King v Leicester, Esq, Met Pol Mag
 Coulson v Philipson
 The King v Vicar and Churchwardens of Dymock
 White and ors v South Stoneham Union and ors
 Tarrant v Woking U D C
 Liverpool Society for the Prevention of Cruelty to Children v Jones
 The King v Wren and ors, Overseers of Hertford
 The King v Licensing Jj of Wakefield
 Leavett v Clarke
 Craig and anr v Royal Insee Co Id
 The King v Hopkins, Esq, Met Pol Mag, and anr
 Friend v Brehout
 Owen v Parry
 Waters v Eddison Steam Rolling Co
 The King v County of London Insee Committee
 In the Matter of a Solicitor Expte Law Soc
 Same v Same
 Davis v Lees
 Whenman v Clark
 Governor and Company of Bank of England v Common Council of the City of London and ors
 Same v Same
 London County Council v Perry
 Bisson v Kensington Overseers and ors
 The King v Surrey Licensing Committee
 In the Matter of the Housing Town Planning, &c, Act, 1909, and In the Matter of John F Lancaster and Mayor, &c, of Burnley
 Peel v Murphy
 The King v West Riding of Yorkshire Compensation Authority
 Mellor & Sons v Lydiate

CIVIL PAPER.

For Hearing.

Northumberland County Council and the Mayor, &c, of Newcastle-upon-Tyne v The Mayor, &c, of Tynemouth
 London United Tramways Id v London County Council
 Poulton v Moore and ors
 William Hancock & Co v Cadogan and anr
 Same v Quirk
 Same v Davies
 Same v Howells and anr
 Property Insee Co v Abrahams & Seltzer
 Ely Brewery Co v Owen and ors
 Deutsches Kohlen Depot v Cory Bros & Co
 May v May
 Baxter v Midland Ry Co
 Megson v Hart
 Cunningham v Cripwell
 Callow & Sons v De Kay
 Cowern v Nield
 Baker v Elder's Navigation Collieries
 Reynolds v Levinsohn
 May v Robinson, Fisher, & Co
 Lloyd v Coote & Ball
 Oxide Id v Leo Eppenheim Levy & Co
 Norfor v Essex County Council
 Sier v Bullen
 Creigh v Duveen
 Hinton and anr v E Deane & Beal Id
 Brame and anr v Commercial Gas Co
 Clark and anr v Same
 Madgwick, Hulstone & Co Id v Brindley & Howe Id
 Leaf v Furze
 Ellison v Kendall & Co
 Smith v London County Council

SPECIAL PAPER.

For Judgment.

Attwood v Chapman

For Argument.

London United Tramways v London County Council
 Same v Same
 Denning v Secretary of State in Council
 Upjohn v Surbiton Urban District Council

REVENUE PAPER.

English Information.

Attorney-Gen and John Henry Oglander and anr
 Cases Stated.

Robert Thorman and The Commrs of Inland Revenue
 Sir H H Bartlett and The Commrs of Inland Revenue
 The Underground Electric Railways of London, Id, and ors and The Commrs of Inland Revenue
 A W Woolmer and F W G Cotsell (Surveyor of Taxes)
 H A Maples and The Commrs of Inland Revenue
 J W Smith (Surveyor of Taxes) and The Incorporated Council of Law Reporting for England and Wales
 The Humber Conservancy Board and G W Bater (Surveyor of Taxes)

Petition under the Licensing (Consolidation) Act, 1910.

J E Fox and The Commrs of Inland Revenue (re Licensed Premises "The Castle Inn," Dolgelly, Merionethshire)

Land Values—Appeals from Decision of Referee.

The Commrs of Inland Revenue and E B Merriman and Rev J O Stephens
 The Commrs of Inland Revenue and St John Baptist College, Oxford

Petition under Finance (1909-10) Act, 1910, S. 44 (2).

Holborn and Frascati, Id (re The Frascati Restaurant, 32, Oxford-street, W)

Motions.

Motions for leave to issue Writs of Scire Facias against Shareholders—Attorney-Gen v Ely Rural District Water Co

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, Pending 29th May, 1914.

In re W Jinks (No 10 of 1913) Expte The Official Receiver, Trustee v John Rafferty appl from the County Court of Lancashire (Oldham)
 In re Macdonald, Deakin & Jones Expte The Trustee v James Dingle appl from the County Court of Lancashire (Burnley)

MOTIONS IN BANKRUPTCY FOR HEARING BEFORE THE JUDGE, PENDING 29th MAY, 1914.

In re John Morris Expte The Board of Trade v Thomas Harrington Wilkins, Trustee
 In re B W Worthington, dec Expte Compagnie Générale des Etablissements Pathé Frères Photographe et Cinématographe v G F Garnsey, the Trustee

In re L. Aarons (lately trading and carrying on business as R. Lazarus & Co.) Expte O. Sunderland, the Trustee v Fanny Cohen Belinfanti (part heard on 11/5/14)
 In re A. Debtor Expte The Official Receiver v Mr A. V. Cole
 In re H. C. Joye Expte P. E. T. Thomas, the Trustee v J. G. Barnett, A. Nisbet, D. Lam, F. G. Green and J. Weiner
 In re Pethick Dix & Co. and In re Henry St. John Dix (consolidated by order, dated Nov. 22, 1913) Expte Sir C. Cameron and F. H. Anderson v R. J. Ward, the Trustee of Pethick Dix & Co., C. R. Collyer, J. T. Cliffe, Investments (Bradford), Ltd., and A. Peacock
 In re J. Horrell Expte C. F. Oughton, the Trustee v Mrs. Horrell (the Debtor's wife), Florence Mary Horrell, and W. E. V. Horrell
 In re R. W. Wallace Expte H. C. Howard, the Trustee v C. P. Johnson and H. C. Howard

The Property Mart.

Forthcoming Auction Sales.

June 16, July 31.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart, at 2: Freehold Building Estates (see advertisement, back page, June 6).
 June 16 and 17.—Messrs. ROGERS & COATES, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, this week).
 June 16, 24.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Estates and Properties (see advertisement, front page, May 23, also page iii, June 6).
 June 17.—F. COFFIN, at the Mart, at 2: Freehold and Leasehold Residences (see advertisement, back page, this week).
 June 18.—Messrs. H. E. FOSTER & CANNFIELD, at the Mart, at 2: Reversions and Annuities (see advertisement, back page, this week).
 June 18.—Messrs. MAPLE & CO., at the Mart, at 2: Freehold Residential Estates, Freehold Properties and Investments (see advertisement, page iii, May 23).
 June 23.—Messrs. DRYDEN, JONES & CO., at Ashford: Farms, &c. (see advertisement, page iii, May 23).
 June 24.—Messrs. EDWIN FOX, BURNETT & BADDELEY, at the Mart, at 2: Lettings (see advertisement, back page, this week).
 June 29.—Messrs. KIMBLEY, at the Mart, at 2: Freehold Investments (see advertisement, page iii, May 23).
 June 30.—Messrs. COLLINS & COLLINS, at the Mart, at 1: Crown Lease (see advertisement, page 615, this week).
 June 30, July 14.—Messrs. DEBENHAM, TAYSON & CHINNOCK, at the Mart, at 2: Freehold and Leasehold Estates and Investments (see advertisement, page ii, May 23, also page 63, this week).
 July 1.—Messrs. DRYDEN, JONES & CO., in conjunction with Messrs. HARDING & SON, at St. Albans, at 3: Freehold Estates, Farms, &c. (see advertisement, page iii, May 23).

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, June 5.

SAMADOOV CO. LTD.—Creditors are required, on or before July 15, to send their names and addresses, and the particulars of their debts or claims, to A. N. Westoby, 28, John Dalton St., Manchester, liquidator.

FORCUPINE NEWSPAPERS, LTD.—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Fredk. Thomas Parke Doyes, 51, North John St., Liverpool, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, June 5.

Hafan Mining Co. Ltd.
 W. J. Krogdell & Co. Ltd.
 Ertan Ward, Ltd.
 A. G. S. Syndicate, Ltd.
 Liverpool Victoria Insurance Corporation, Ltd.
 Friction Cars, Ltd.
 Northamptonshire Conservative and Unionist Press Co. Ltd.
 Fawcay Gas Co. Ltd.
 Coniza Gold Mines, Ltd.
 Southend-on-Sea Charabanc Co. Ltd.
 Palladium Minstrels, Ltd.
 Base Metal Syndicate, Ltd.
 E. S. W. Syndicate Ltd.
 E. & E. S. Miller, Ltd.
 Gravesend Pavilion Bank, Ltd.
 Northamptonshire Conservative and Unionist Press Co. Ltd.
 Steamship Glenmay, Ltd.
 Gudluk Polish Co. Ltd.
 Inge & Moton, Ltd.

London Gazette.—TUESDAY, June 9.

Anglo-Adriatic Steamship Co. Ltd.
 Gerrards, Ltd.
 Frontero Manganese Co. Ltd.
 "The Fleet," Ltd.
 Armourer, Ltd.
 Coastwise Steamship Co. Ltd.
 A. D. Narramore, Ltd.
 Portsmouth American Roller Skating Rink, Ltd.
 Cornbrook Chemical Co. Ltd.
 British Columbia Mines, Land and General Finance Co. Ltd.
 Ashanti Goldfields Territories, Ltd.
 Cape Lands and Minerals Syndicate, Ltd.
 Lighthouse Radiator Co. Ltd.
 Tasmanian Smelting Co. Ltd.
 Financial Engineering and Chemical Co., Ltd.
 Anchorage Life Association, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY May 29.

MALAN, EDWARD, Hanley, Staffs. Brewer June 25 Robinson v Attorney-General, Joyce, J. Lea, Southampton House, 317, High Holborn

London Gazette.—TUESDAY, June 2.

SMITH, FREDERICK BOWERMAN, Endlesham rd, Balham, Coa' Merchant July 1 Lea v Smith, Warri-gton, J. Fettes, Portman st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, June 2.

ABBOTT, JAMES HENRY, Heaton Mersey, nr Manchester, Merchant June 30 Boote & Co, Manchester
 ALLEN, JOHN, Liverpool June 30 Thomas & Co, Liverpool
 PARKER, STEPHEN TOOGOOD, Gillingham, North Cadbury, Somerset July 6 Woodforde & Llewellyn, Castle Cary, Somerset
 BALL, ARTHUR, Lahore, India, Tailor July 23 Birt & Son, Town Hall chimbrs, South wark
 BARKER, ELEANOR ANN, South Shields Aug 1 Whalson, Scu'h Shields
 BENNETT, WILLIAM, Wigan July 1 Sayer, Wigan
 BOCKING, ROBERT, Wincobank, Sheffield June 15 Richardson & Mitchell, Sheffield.
 EUGHANAN, ROBERT, Liverpool, Commission Agent July 5 Rudd, Liverpool
 BURROWS, DAVID, Dallingham, Farmer July 13 Walton, Woodbridge
 CHEELED, WILLIAM, Great Berkhamsted, Herts July 6 Penny & Son, Great Berkhamsted
 CODD, JOHN, Mapledene rd, Dalston June 24 Ruston & Co, Brentford, Middlx
 COOK, BENJAMIN, Aylsham, Norfolk July 1 Purdy & Holley, Aylsham, Norfolk
 CORRY, JOSEPH, Ashton under Lyne, Grocer July 1 Clayton & Son, Ashton under Lyne
 DIXON, RANDALL, Longframlington, Northumberland, Farmer July 18 Webb, Morpeth
 GAPPER, CHARLOTTE, Corsham, Wilts July 18 Brain & Brain, Reading
 GRANT, EUGENE, Farrington rd June 24 Docker, Gray's Inn sq
 GREENSLADE, SAMUEL, Mervan rd, Beikton, Builder July 11 Carter & Swallow Carey st
 HEBDEN, BRIAN, Ripon, Yorks Ju'y 9 Hutchinson, Ripon
 HORSFIELD, GEORGE HENRY, Woodhall Spa, Lincoln June 30 Branson & Son, Sheffield
 HOWARTH, EDNA, Wintermere, Westmorland June 30 Ball, Manchester
 KEMP, JOHN EDWARD, Chislehurst, Kent July 1 Bartlett & Gregory, Bromley, Kent
 KILSBY, MARGARET, Forest Gate, Essex July 1 Daybell, Stratford, Essex
 KING, WILLIAM HENRY, Newnham, Glos July 6 Jones & Blakeway, Gloucester
 LODGE, JOHN, Romford June 24 Hunt & Hunt, Romford
 MORRIS, THOMAS, Mumbles, Glam, Licensed Victualler July 8 C & W Keneshole Aberdare
 OLIVER, RICHARD, Worcester July 13 Rogers, Malvern
 OXBLY, THOMAS, Sheffield, Carting Contractor July 18 Irons, Sheffield
 PEARSE, WILLIAM, New Brighton, Ches., Civil Engineer July 4 Husband & Son, Liverpool
 PHILLIPS, SYDNEY, The Steward's House, St Thomas's Hospital, BA July 1 Russell & Co, Norfolk st, Strand
 PICKLES, ELLEN, Skelding, nr Ripon, Farmer July 9 Hutchinson, Ripon
 ROBERTS, CECILIA, Camden sq, Camden Town June 30 Hills & Saxe, Margate
 ROBINSON, CAROLINE, Amhurst rd, Stoks Newington July 6 Gane & Tattersall, Great St Helens
 ROSE, ELLEN, Radcliffe, Lancs June 30 Pickstone, Radcliffe
 ROUS, WILLIAM JOHN, Worstead House, nr Norwich July 4 Drucos & Attles Billiter sq
 SARLE, LADY ELIZABETH ANN, Kensington Palace mans'ns June 3 Jackson & Son, Bush in House, Cannon st
 SHARP, HENRY, Howick Lancs June 30 Oakley, Preston
 SMITH, JOHN COCHRAN, Kingston upon Hull, Butcher Aug 1 Middlemas & Pearce, Hull
 SUDLOW, ROBERT CLAY, Hoboken viaduct July 27 Rutland, Chancery in
 SUMMERS, JOHN HARDY, Birmingham, Journalist July 30 Walker & Meek, Birmingham
 TAPP, PHILIP, Williton, Somerset June 11 Joyce & Co, Williton
 TUDMAN, THOMAS, Croydon, Gardener June 30 Graveley, Croydon
 WATKINS, WILLIAM, Salford, Lancs, Bird Dealer July 8 Rhodes & Bethell Jones Manchester
 WILLIAMS, JANE, Aberystwyth July 7 Lloyd, Manchester
 WILSON, ISABELLA FRANCES SOPHIA Greywell, nr Winchfield, Hants July 11 Barker & Co, Bedford row
 YEO, EPHRAIM, Ramsgate July 31 Wotton, Ramsgate
 London Gazette.—FRIDAY, June 5.
 ADAMSON, JOHN, Manchester July 31 Innes, Manchester
 ALEXANDER, EDWARD SKYMOUR, Madr s, India July 16 Lovell & Co, Gray's Inn sq
 ALTY, ROBERT, Mawdesley, Lancs, Farmer July 1 Brighouse & Co, Ormskirk
 ANDERSON, MARY LOUISA, Sandesnd, nr Whitby, Yorks July 11 Woolward & White, Whitby
 ASHMAN, ELIZABETH ANN, Bristol July 18 Stone & Co, Bath
 BEHRENA, EDWARD LINCOLN, Swansea, Colliery Agent Ju'y 7 Hanson & Plant, Swansea
 CAMPBELL, HENRI MONTGOMERY, Exmoor, Devon July 13 Surr & Co, Laurence Pountney hill
 DAVIES, ELIZABETH, Haystack, Pembroke July 6 Eaton-Evans & Williams, Baverfordwest
 DE LONGUEUIL, BARONESS MARY JONES JOHNSON, Roehampton, Surrey July 11 Graham-White & Llewellyn, Launceston
 DUDFIELD, CHARLOTTE, Wimbledon, Surrey July 14 Upperton & Bacon, Brighton
 EVANS, HIRAM, Birmingham June 27 Jeffery & Co, Birmingham
 EVERS SWINDLE, MARY, Leamington Spa July 13 Beale & Co, Birmingham
 FORSTER, CHARLES MATTHEW, Newcastle upon Tyne, Shipowner July 21 Gibson & Co, Newcastle upon Tyne
 GOODE, SARAH ELIZA, Handsworth, Birmingham July 14 Clarke & Co, Birmingham
 GOSLING, SIR AUDLEY CHARLES, KCMG, Southsea, Hants July 18 Macdonald & Longrigg, Bath
 GREENHAM, ROSE ELIZABETH, Clevedon, Somerset July 12 Ford, Weston super Mare

HARDARD, CHARLES, Brighton July 1 Harker & Co, Brighton
 HILLBUT, SAMUEL, Carlos pl, Grosvenor sq July 6 Lindo & Co, West st, Finsbury cir
 HENDERIN, WILLIAM NAPIER, Slough, Bucks July 15 Robins & Co, Lincoln's inn fields
 HERMAN, ALICE MAUD, Ritherdon rd, Balham July 7 Potter & Co, Queen Victoria st
 HILLS, SARAH ANN, St Leonards on Sea June 24 Meadows & Co, Hastings
 HINCHOLIFFE, HENRY, Darfield, Yorks, Butcher July 10 Riley & Sons, Barnsley
 HOLMES, HELEN VICTORIA, Chicago, USA July 10 Stone & Co, Bath
 HURTON, EMILY, Horsham July 4 Coole & Haddock, Horsham
 KURTOS, THEOPHILUS, Coleford, Somerset, Licensed Victualler June 30 Mackay & Son, Shepton Mallet
 LINDRAY, ALICE MARGARET EMILY, Buckingham Palace mans, July 10 Rivington & Sons, Fenchurch bldg
 MATVEIEFF, MARY EMILY, Worthing July 20 Gates, Worthing
 MORRIS, EMILY MATILDA, Porthcawl, Glam July 7 Hanson & Plant, Swansea
 MORRIS, ALICE, Sutton Coldfield July 15 Hooper & Co, Birmingham
 NUTT, CHARLES KITCHEN, Stroud, Glas July 4 Coole & Haddock, Horsham
 PARISH, JESSIE EVELYN, Trith, Kent July 1 Hickson & Parish, Laurence Pountney hill
 PORRITT, ANN, Bradford July 1 Jeffery, Bradford
 POWELL, RICHARD, Queen's pl, Islington July 2 Clarke & Co, Queen st, Cheapside
 ROWLEY WILLIAM, Shopley, nr Huddersfield July 11 Sykes & Co, Holmfirth
 SATCHELL, ELLEN, Rugby July 3 Wratleslaw & Thompson, Rugby
 SHEPHERD, EDWIN, St Leonards on Sea July 21 Ellis, St Leonards on Sea
 SMITH, ROBERT FROST, Finsbury pavements, Advertising Contractor July 8 Fawcett, Finsbury pavement
 WOMACE, CHARLES, Rochdale July 18 Hartley & Son, Rochdale

London Gazette.—TUESDAY, June 9.

ARCHER, EMMA, Briarling rd, New Cross July 10 Marchant & Co, Deptford
 BRACKENBURY, Rt Hon Sir HENRY, GCB, KCSI, PC, Queen Anne's mans, St James Park July 8 Ellis & Co, Albemarle st
 BROCK, FREDERICK HENRY, Exeter, Engineer July 14 Campion, Exeter
 CATTELL, THOMAS, Erdington, Warwick July 24 Smythe & Co, Birmingham
 CUMMING, ARTHUR WARREN JACK, Charles st, Berkeley sq July 17 Sladen & Wing, Queen Anne's gate, Westminster
 DALE, ERNEST GEORGE, Ipswich, Builder July 13 Bancroft, Ipswich
 DILWORTH, JOHN, Yorks, Farmer July 6 Eastham, Clitheroe
 DYNE, EDWIN LEWIS, Douglas st, Deptford July 10 Merchant & Co, Deptford
 ESKINE, DAVID, St Kilda, State of Victoria, Engineer July 17 Sladen & Wing, Queen Anne's gate, Westminster
 FISHER, JANE, Barnstaple July 31 James & Vellacott, Barnstaple

GELDART, SARAH LAURA SOPHIA, Huntingdon July 25 Hunnybun & Sons, Huntingdon
 GREEN, SIDNEY LEONARD, Sandrock rd, Lewisham July 10 Marchant & Co, Deptford
 HASTINGS, HENRY, Great Yarmouth June 30 Lynde, Great Yarmouth
 HILTON, HENRY, Tyldesley, Lancs, Bookseller June 3 Taberner, Tyldesley
 HORNER, ELIZABETH, Heckmondwike July 19 Kirby & Son, Harrogate
 HUDSON, EDWARD, Malton, Yorks, Stationer June 30 Harrison & Son, West Hartlepool
 JOHNSON, EDITH, Stoke on Trent June 29 Coll & Brett, Cheadle, Stoke on Trent
 JOHNSON, JOHN BLYTH, Sunderland July 6 Hall, Sunderland
 JONES, FRANK WILLIAMS, New Hartford, Connecticut, U S A July 27 Budd & Co Austin friars
 LORNE, DAISY MADELINE DE, Huron rd, Upper Tooting July 31 Marriott & Pyke, St John's hill
 PALEY, ANNE ISABELLA, Bath June 30 Awdry, Chippenham
 REYNOLDS, MARY JANE, Cheltenham June 30 Rickerby & Co, Cheltenham
 ROBINSON, GRACE, Scarborough July 1 Smart, Cambridge
 SHARROD, JOHN, The Mount, nr Ecclehall, Staffs July 3 Lea, Ecclehall
 SIDEBOTTOM, HENRY, Matley, Mottram in Longendale, Chester July 15 Thompson, Stalybridge
 SIMMONS, sen, JOSIAH, Walsall Aug 4 Evans & Son, Walsall
 SMITH, ALFRED JAMES, Rendlesham, Suffolk, Farmer July 10 Welton, Woolbridge
 SMITH, JAMES HENRY, Cheltenham July 6 Steel & Co, Cheltenham
 SMITH, WILLIAM, Alexandra rd, Upper Norwood July 15 Janson & Co, College hill
 STRONG, THOMAS, West Kirby, Chester July 20 Norris & Sons, Liverpool
 SUTCLIFFE, ALFRED, Sowerby Bridge, Yorks July 9 Hirst & Co, Halifax
 THOMPSON, JANE, Godmanchester, Hunts July 25 Hunnybun & Sons, Huntingdon
 THOMPSON, SARAH, Sunderland July 6 Hall, Sunderland
 WALLACE, WILLIAM, Backworth Village, Northumberland July 10 Dickinson & Co, Newcastle upon Tyne
 WATKINSON, JOSEPH GREAVES, St Albans villas, Highgate rd, Glass Manufacturer Aug 4 King & Co, Cannon st
 WATSON, EMILY, Hendon av, Finchley July 31 Paterson & Co, Brems bldg, Chancery ln
 WATT, ALEXANDER YOUNGER, Chelsea July 15 Grundy & Co, Queen Victoria st
 WILLIAMS, JOHN VET, Bristol July 18 Meade & Co, Bristol
 WOLFFING, ERNEST GEORG, Queen's rd, Forest Hill July 14 Biddle & Co, Aldermanbury
 WOODROW, WILLIAM, South rd, Wimbledon July 25 Gregsons John st Adelphi

Bankruptcy Notices.

London Gazette.—TUESDAY, June 2.
 FIRST MEETINGS.

APPLEYARD, HENRY HARTLEY, Cutsyke, nr Castleford, coal Miner June 10 at 11 Off Rec, 21, King st, Wakefield
 ASHWORTH, SPENCER, Blackburn, Painter June 10 at 11 County Court House, Victoria st, Blackburn
 BLACKMAN, TOM, Corsham, Wilts, Farmer June 10 at 11.30 Off Rec, 26, Baldwin st, Bristol
 BROWN, JOE, Blackburn, Coal Dealer June 10 at 11.45 County Court House, Victoria st, Blackburn
 CASSELL, ABEL, Nottingham, Furrier June 13 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
 COVINGTON, FREDERICK WILLIAM, Croydon, Auctioneer June 10 at 11 132, York rd, Westminster Bridge rd
 GOODMAN, ROBERT WILLIAM, Huntingdon, Publican June 12 at 11.45 Law Courts, Peterborough
 GREENHAF, BARRICK THOMAS, Macheo, Mon, Farmer June 10 at 11 Off Rec, 144, Commercial st, Newport, Mon
 HIGGINSON, JOHN EDWIN, Kyre Magna, nr Tenbury, Farmer June 9 at 3 Lion Hotel, Kidderminster
 JONES, JOHN CYSGO, Brecon, Draper June 11 at 11.30 Wellington Hotel, Brecon
 MAWSON, THOMAS, Candy Hill, nr Bishop Auckland, Durham, Barman June 11 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough
 REDHOUSE, WILLIAM REGINALD, Weybridge, Licensed Victualler June 11 at 3 132, York rd, Westminster Bridge rd

SHEPPARD, CHARLES EDWARD, Twyford, Draper June 10 at 11.30 14, Bedford row
 SIMMONDS, JOHN JAMES, Kingston upon Hull, Saddler June 12 at 11.30 Off Rec, York City Bank chambers, Lowgate, Hull
 WYATT, ARTHUR, Croydon, Newagent June 11 at 3.30 1.2, York rd, Westminster Bridge rd

ADJUDICATIONS.

AHRLE, FREDERICK HENRY CHARLES, Adelaide rd, Hampstead High Court Pet Dec 16 Ord May 29
 ARNFIELD, JOSEPH BRAYNE, New Mills, Derby, Works Manager Stockport Pet May 29 Ord May 29
 BLACKMAN, TOM, Corsham, Wilts, Farmer Bath Pet May 12 Ord May 29
 BURT, ROBERT GUPPY, Newport, Llanconston, Dairyman Plymouth Pet May 29 Ord May 29
 COLLINS, JOHN HENRY, Stapenhill, Derby, Paint and Varnish Manufacturer Burton on Trent Pet April 7 Ord May 27
 DAVIES, WILLIAM, Ogmere Vale, Glam, Blacksmith Pontypridd Pet May 1 Ord May 28
 FITZSIMONS, SAMUEL, jun, Wolverhampton, Draper Wolverhampton Pet May 28 Ord May 28
 GEE, HENRY, and SAM GEE, jun, Hillsborough, Sheffield, Wheelwrights Sheffield Pet May 28 Ord May 28
 HADFIELD, JAMES EDWARD, Manchester, Insurance Clerk Salford Pet May 29 Ord May 29
 HIGGINSON, JOHN EDWIN, Kyre Magna, nr Tenbury, Farmer Kidderminster Pet May 27 Ord May 27
 JENKINS, ROBERT, Newport, Mon, Farmer Newport, Mon Pet May 13 Ord May 28

JONES, EDWARD HUGH PARRY, Holyhead, Coal Merchant Bangor Pet May 29 Ord May 29
 LANG, RICHARD, Huddersham, Wholesale Jeweller High Court Pet May 29 Ord May 29
 LEACOCK, EVELYN WILMOT, Southsea Portsmouth Pet May 23 Ord May 28
 MANNOCK, FRANCIS PYM LUCIUS ALOYSIUS, Victoria at High Court Pet Jan 7 Ord May 27
 PARRY, MICHAEL, Llanfawel, Anglesey, Draper Bangor Pet May 29 Ord May 29
 PEACE, GEORGE WILLIAM, Osett, Yorks, Builder Dewsbury Pet May 1 Ord May 29
 POLLARD, WALTER WINDLE, Nossarth, nr Nelson, Lancs, Carrier Burnley Pet May 5 Ord May 19
 SCOTT, ELIZABETH, Rhos on Sea, Denbigh Bangor Pet April 29 Ord May 29
 SPURLING, DENNIS, Kingway High Court Pet Jan 22 Ord May 23
 STUBBS, ARTHUR GEORGE, Wilmington, Kent, Coachbuilder Rochester Pet May 29 Ord May 29
 TIPLEY, DAVID WILLIAM, Hubbert's Bridge, nr Boston, Lincs, Wheelwright Boston Pet May 29 Ord May 29
 WALES, ARTHUR EDWARD, and WALTER ERNEST WALES, Rochester, Kent, Railway Agents Rochester Pet May 23 Ord May 29
 WILLIAMSON, JAMES AUGUSTUS, Upper Thames st, Stationer High Court Pet May 5 Ord May 29
 WILLIAMSON, WILLIAM HERBERT, Queen's Gate ter High Court Pet Aug 19 Pet May 23

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Amended Notice substituted for that published in the London Gazette of April 28.

LETTS, CHARLES GEORGE, Barking, Essex, Clothier Chelmsford Pet April 22 Ord April 25

ADJUDICATION ANNULLED.

BELL, WILLIAM, Grangetown, Yorks, Grocer Mildesbrough Adjud Jan 14 Annul May 26

London Gazette—FRIDAY, June 5.

RECEIVING ORDERS.

ATTHILL, WILLIAM, Lee Park, Blackheath, Tutor Greenwich Pet June 2 Ord June 2
 BAGNALL, RICHARD DAYRELL, Banbury, Oxford, Horse Dealer Banbury Pet May 30 Ord May 30
 BASTYAN, HENRY FELHAM, Saint Mary Church, Devon, Baker Exeter Pet May 29 Ord May 29
 BROWN & SON, Twyford, Southampton, Butchers Winchester Pet May 22 Ord June 3
 BROWN, THOMAS, Stockton on Tees, Jobbing Bricklayer Stockton on Tees Pet May 29 Ord May 29
 COURT, GEORGE, Maidstone, Dairy Farmer Maidstone Pet May 15 Ord June 3
 FINNINGLEY, CHARLES HENRY, Great Grimsby, Corn Merchant Great Grimsby Pet June 2 Ord June 2
 HARDY, JOHN THOMAS, Horncastle, Lincs, Labourer Lincoln Pet May 29 Ord May 29
 HICKS, RAYMOND EDWARD, Dorchester, Greengrocer Dorchester Pet June 2 Ord June 2
 JONES, JOHN, Burry Port, Carmarthenshire, Fancy Draper Carmarthen Pet May 30 Ord May 30
 KING, EDWARD, Grantham rd, Stockwell, Journalist High Court Pet April 25 Ord June 3
 MONISM, BRUCE, Broadst bldgs High Court Pet April 30 Ord June 3
 POLLITT, ARTHUR WILLIAM, Higher Openshaw, Manchester, Journeyman signwriter Manchester Pet May 29 Ord May 29
 POND, WILLIAM, Norwich, Dairyman Norwich Pet June 2 Ord June 2
 ROBINSON, FREDERICK AUGUSTUS ARTHUR, Kettering, Boot Trade Engineer Northampton Pet May 30 Ord May 30
 TARRANT, CHARLES WILLIAM, Sheerness, Outfitter Rochester Pet June 2 Ord June 2
 WAITAKER, WILLIAM LEONARD, Chaffcombe, Somerset, Farmer Taunton Pet May 25 Ord June 3
 WOODS, FREDERICK, Kegworth, Leicester, Boot Dealer Leicester Pet May 30 Ord May 30

FIRST MEETINGS

ARNFIELD, JOSEPH BRAYNE, New Mills, Derbyshire, Works Manager June 17 at 11 Off Rec, Castle chambers, 6, Vernon st, Stockport

BASTYAN, HENRY FELHAM, St. Mary Church, Devon, Baker June 12 at 3.30 Off Rec, 9, Bedford cir, Exeter
 CLARK, J. H., Gray's Inn rd, Removal Contractor June 10, at 1 Bankruptcy bldgs, Carey st
 DAFT, JOSHUA, Luton, Plumber June 15 at 12 Off Rec The Parade, Northampton
 DICKSON, CAMPBELL CAMERON FOSTER, Royal Courts of Justice, Strand June 10 at 12 Bankruptcy bldgs, Carey st
 FITZSIMONS, SAMUEL, Jun, Wolverhampton, Draper June 16 at 12 Off Rec, 30, Lichfield st, Wolverhampton
 FURLONGE, JOSEPH DAKDIS, Drayton, Cosham, Hants, Canvaser June 12 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
 GERSON, JACOB, Mare st, Hackney, Mantle Manufacturer June 15 at 12.30 Bankruptcy bldgs, Carey st
 HARDY, JOHN THOMAS, Horncastle, Lincs, Labourer June 25 at 12 Off Rec, 10, Bank st, Lincoln
 HEMMING, HENRY GEORGE, Wellington, Clerk June 13 at 12 Off Rec, The Parade, Northampton
 JENKINS, ROBERT, Newport, Mon, Farmer June 12 at 11 Off Rec, 144, Commercial st, Newport, Mon
 JOHNSON, BENJAMIN, Belper, Derby, Auctioneer June 16 at 12 Off Rec, 12, St Peter's churchyard, Derby
 JONES, JOHN, Burry Port, Carmarthenshire, Fancy Draper June 13 at 11.30 Off Rec, 4, Queen st, Carmarthen
 KING, EDWARD, Grantham rd, Stockwell, Journalist June 17 at 11 Bankruptcy bldgs, Carey st
 LANG, RICHARD, Hurlingham, Wholesale Jeweller June 15 at 12 Bankruptcy bldgs, Carey st
 LEACOCK, EVERLEEN WILMOT, Southsea, Hants June 12 at 4 Off Rec, Cambridge junc, High st, Portsmouth
 MITCHELL, TOM CECIL HEASMAN, Leyton, Essex, Engineer June 15 at 11 Bankruptcy bldgs, Carey st
 MORISON, BRUCE, Broad st bldgs June 17 at 12 Bankruptcy bldgs, Carey st
 RICHARDSON, CHRISTOPHER HENRY, Brighton, Tobacco Dealer June 12 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
 SCOTT, ELIZABETH, Rhos on Sea, Denbigh June 15 at 12 Crypt chambers, Chester
 SOMERS, HENRY, Coram st, Russell sq, Stock Dealer June 17 at 11 Bankruptcy bldgs, Carey st
 SPENCER, WILLIAM, Saltburn by the Sea, York, Mineral Water Manufacturer June 13 at 11.30 Off Rec, Court chambers, Albert rd, Middlebrough
 STUBBS, ARTHUR GEORGE, Wilmington, Kent, Coach Builder June 12 at 3.15 77, High st, Rochester
 TIPLER, DAVID WILLIAM, Hubberts Bridge, nr Boston, Lincs, Wheelwright June 24 at 2 Off Rec, 4 and 6, West st, Boston
 WALES, ARTHUR EDWARD, and WALTER ERNEST WALES, Rochester, Kent, Railway Agents June 12 at 3.30 77, High st, Rochester
 WINTERTON, CHARLES GEORGE, Al'worth, Berks, Publican June 15 at 12 1, St Aldate's, Oxford

ADJUDICATIONS.

ALLSOPP, ALFRED PERCY, Markham sq High Court Pet Mar 23 Ord June 2
 ARON, LEONARD JAMES, Harper st, Bloomsbury, Engineer High Court Pet Mar 21 Ord June 2
 BAGNALL, RICHARD DAYRELL, Banbury, Oxford, Horse Dealer Banbury Pet May 30 Ord May 30
 BASTYAN, HENRY FELHAM, St Mary Church, Devon, Baker Exeter Pet May 29 Ord May 29
 BROWN, THOMAS, Stockton on Tees, Jobbing Bricklayer and Tobaccoist Stockton on Tees Pet May 29 Ord May 29
 FINNINGLEY, CHARLES HENRY, Great Grimsby, Corn Merchant Great Grimsby Pet June 2 Ord June 2
 HART, JOHN THOMAS, Horncastle, Lincs, Labourer, Lincoln Pet May 29 Ord May 29
 HEATH, ALBERT, and JOHN HEATH, Levenshulme, Lancaster, Cycle Factors Manchester Pet April 21 Ord May 29
 HICKS, RAYMOND EDWARD, Dorchester, Greengrocer Dorchester Pet June 2 Ord June 2
 JONES, JOHN, Burry Port, Carmarthenshire, Fancy Draper Carmarthen Pet May 30 Ord May 30
 KEMP, ANNE MARIA, Gloucester gdns, Hyde Park High Court Pet Feb 12 Ord June 3
 LOMAS, HERBERT, Manchester, Wheelwright Manchester Pet Feb 14 Ord May 29
 NEWFIELD, E. H., Poultry, Cheapside, Gentleman High Court Pet Feb 23 Ord June 3
 POLLITT, ARTHUR WILLIAM, Higher Openshaw, Manchester Journeyman Signwriter Manchester Pet May 29 Ord May 29
 POND, WILLIAM, Norwich, Dairyman Norwich Pet June 2 Ord June 2
 REDHOUSE, WILLIAM REGINALD, Weybridge, Surrey, Licensed Victualler Kingston, Surrey Pet May 24 Ord May 30
 RICHARDSON, CHRISTOPHER HENRY, Brighton, Tobacco Dealer Brighton Pet May 5 Ord June 3
 ROBINSON, FREDERICK AUGUSTUS ARTHUR, Kettering, Boot Trade Engineer Northampton Pet May 30 Ord May 30
 SOMERS, HENRY ABRAHAM, Coram st, Russell sq, Stock Dealer High Court Pet May 6 Ord May 30
 STEVENS, ROBERT, Wivelscombe, Somerset, Innkeeper Taunton Pet May 19 Ord May 30
 TARRANT, CHARLES WILLIAM, Sheerness, Outfitter, Rochester Pet June 2 Ord June 2
 THOMPSON, GEORGE ALBERT, Witham, Essex, Secretary Chelmsford Pet April 7 Ord June 3
 VEALE, FREDERICK WILLIAM, Horsforth, nr Leeds, Florist Leeds Pet May 19 Ord May 29
 WOODS, FREDERICK, Kegworth, Leicester, Boot Dealer Leicester Pet May 30 Ord May 30
 WYATT, ARTHUR, Croydon, New-agent Croydon Pet May 9 Ord May 29

RECEIVING ORDERS.

London Gazette.—TUESDAY, June 9.

ANDREWS, HIRAM, Dorchester, Coal Merchant Dorchester
Pet May 14 Ord June 5
BAKER, ELIZA, Malton, Yorks Scarborough Pet June 4
Ord June 4
BURGESS, WILLIAM, Arnold, Notts Nottingham Pet
June 6 Ord June 6
CLARK, CHARLES, Ipswich, Baker Ipswich Pet June 5
Ord June 5
CLARK, CHARLES EDWARD, Scarborough Scarborough
Pet May 26 Ord June 6
COATES, JOHN, Jun, Coventry, Firewood Merchant Cov
entry Pet June 5 Ord June 5
COLBE, ERNEST, Liskeard, Cornwall, Saddler Plymouth
Pet June 5 Ord June 5
COWPER, REGINALD, High st, Putney, Draper Wanda-
sworth Pet May 27 Ord June 4
DANCY, JAMES, Fishguard, Pembroke, Grocer Pem-
broke Dock Pet June 5 Ord June 5
DENHAM, FREDERICK JOHN, Old Fletton, nr Peterborough,
Peterborough Pet June 6 Ord June 6
FIRTH, GEORGE ALBERT, Hartlepool, Joiner, Sunderland
Pet May 31 Ord May 30
HANS, EDWIN JAMES, Clerkenwell rd High Court Pet
May 11 Ord June 5
HARPER, MARGARET, Ditton Priory, nr Bridgnorth, Salop
Shrewsbury Pet June 6 Ord June 6
HIGGINS, ALBERT SWANSEA, Fancy Goods Dealer Swansea
Pet June 5 Ord June 5
IRVING, JAMES, Worthington, Boiler Smith Cuckermouth
Pet June 2 Ord June 2
JOPSON, WILLIAM, Pyrland rd, Highbury, Insurance Man-
anager High Court Pet April 23 Ord June 6
LAWSON, ALBERT EDWARD, Coventry, Journeyman Baker
Coventry Pet June 5 Ord June 5
LAYTON, GEORGE, Leeds, Engine Driver Leeds Pet
Oct 20 Ord June 5
LEWIS, ALFRED JOHN, Sutton Coldfield, Professional
Golfier Birmingham Pet June 4 Ord June 4
RAYNER, GEORGE THOMAS, Dymchurch, Kent, Farmer
Hastings Pet June 4 Ord June 4
REYNOLDS, WILLIAM, Brigstock, Northampton, Blacksmith
Peterborough Pet June 5 Ord June 5
R. VILL, W F, Hampton Hill, Middx, Builder Kingston,
Surrey Pet Feb 12 Ord June 4
ROBINSON, ERNEST WILLIAM, Great Grimsby, Journeyman
Tailor Great Grimsby Pet June 4 Ord June 4
SEALOFF, J, Braintree st, Whitechapel, Jeweller
High Court Pet April 30 Ord June 4
SIBLEY, GEORGE, Wincanton, Somerset, Decorator Yeovil
Pet June 5 Ord June 5
SIMMONDS, CHARLES HENRY, King st, Cheapside, Enquiry
Agent High Court Pet June 6 Ord June 6
SOUTHCOOT, CHARLES FORBES, Winchester, Cabinet Maker
Winchester Pet June 5 Ord June 5
WATTS, HERBERT, Amble, Westmorland and Kendal Pet
May 27 Ord June 5
WELFORD, LEONARD CHARLES CRANSTON, Lausanne rd,
Peckham High Court Pet May 9 Ord June 4
WILSON, GEORGE CRATE, High Holborn, Grocer High
Court Pet April 7 Ord June 4
YOUNG, JOSEPH WATSON, Malvern Wells, Watchmaker
Worcester Pet June 4 Ord June 4

FIRST MEETINGS.

ANDREWS, HIRAM, Dorchester, Coal Merchant June 18
at 11 Off Rec, City chambers, Catherine st, Salisbury
ATTHILL, WILLIAM, Les pk, Blackheath, Tutor June 16
at 11 30 Off Rec, 132, York rd, Westminster Bridge rd
BARKER, FREDERICK ALLAN, Doncaster, Grocer June 17
at 11 30 Off Rec, Figueira ln, Sheffield
BROWN, JAMES, Twyford, Southampton, Butcher June 17
at 11 Off Rec, Midland Bank chambers, High st,
Southampton
BROWN, THOMAS, Stockton on Tees, Jobbing Bricklayer,
June 19 at 11 30 Off Rec, Court chambers, Albert rd,
Middlesbrough
BURT, ROBERT GUFFY, Newport, Launceston, Cornwall,
Dairyman June 17 at 4 White Hart Hotel
Launceston
CLARK, CHARLES, Ipswich, Baker June 17 at 2 30 Off
Rec, 30, Pine st, Ipswich
COATES, JOHN, Jun, Coventry, Firewood Merchant June
16 at 11 Off Rec, 8, High st, Coventry
COURT, GEORGE, Maidstone, Dairy Farmer June 18 at
11 8 King st, Maidstone
COWPER, REGINALD, High st, Putney, Draper June 16 at
11 132, York rd, Westminster Bridge rd
FINE, LOUIS, Bristol, Furniture Dealer June 17 at 12
Off Rec, 26, Baldwin st, Bristol
FINNINGLEY, CHARLES HENRY, Great Grimsby, Corn Mer-
chant June 18 at 11 Off Rec, St Mary's chambers,
Great Grimsby
FIRTH, GEORGE ALBERT, Hartlepool, Joiner June 17 at
2 30 Off Rec, 3, Manor pl, Sunderland
GER, HENRY, and SAM GER, Jun, Hillsborough, Sheffield,
Wheelwrights June 17 at 13 Off Rec, Figueira ln,
Sheffield
HIDFIELD, JAMES EDWARD, Manchester, Insurance Clerk
June 16 at 3 Off Rec, Byrom st, Manchester
HANS, EDWIN JAMES, Clerkenwell rd June 17 at 1 Bank-
ruptcy bldgs, Carey st
HARPER, MARGARET, Ditton Priory, nr Bridgnorth June
29 at 12 45 Off Rec, 22, Swanhill, Shrewsbury
HATHAWAY, JAMES, and JOHN HATHAWAY, Kingswood
Gloucester, Boot Manufacturers June 17 at 11 30
Off Rec, 26, Baldwin st, Bristol
HICKS, RAYMOND EDWARD, Dorchester, Greengrocer
June 18 at 12 30 Off Rec, City chambers, Catherine st,
Salisbury
JONES, EDWARD HUGH PARRY, Holyhead, Coal
Merchant June 17 at 12 Off Rec, Chester
JOPSON, WILLIAM, Pyrland rd, Highbury, Insurance
Manager June 18 at 11 Bankruptcy bldgs,
Carey st

LAWSON, ALBERT EDWARD, Coventry, Journeyman
Baker June 18 at 11 Off Rec, 8, High st,
Coventry
LAYTON, GEORGE, Leeds, Engine Driver June 17 at 11
Off Rec, 24, Bond st, Leeds
PARRY, MICHAEL, Llanfawel, Anglesey, Draper June 17
at 12 15 Crypt chambers, Chester
PARSONS, CHARLES FREDERICK, Peverell, Plymouth,
Builder June 16 at 3 15 7, Buckland ter, Plymouth
POLLYTT, ARTHUR WILLIAM, Wills Openshaw, Man-
chester, Journeyman Signwriter June 17 at 3 30 Off
Rec, Byrom st, Manchester
POND, WILLIAM, N.wich, Dairyman June 17 at 4 Off
Rec, 8, King st, Norwich
RAYNER, GEORGE THOMAS, Dymchurch, Kent, Farmer
June 16 at 2 30 Off Rec, 12A, Marlborough pl, Brighton
REYILL, W F, Hampton Hill, Middx, Builder June 18
at 11 132 York rd, Westminster Bridge rd
ROBINSON, ERNEST WILLIAM, Great Grimsby, Journeyman
Tailor June 16 at 10 30 Off Rec, St Mary's chambers,
Great Grimsby
ROBINSON, FREDERICK AUGUSTUS ARTHUR, Kettering,
Boot Trade Engineer June 17 at 12 Off Rec, The
Parade, Northampton
SEALOFF, J, Braintree st, Whitechapel, Jeweller June 17
at 12 50 Bankruptcy bldgs, Carey st
SIBLEY, GEORGE, Wincanton, Somerset, Decorator
June 18 at 1 30 Off Rec, City chambers, Catherine st,
Salisbury
SIMMONDS, CHARLES HENRY, King st, Cheapside, Enquiry
Agent June 18 at 11 Bankruptcy bldgs, Carey st
SMITH, HUBERT, Winslow, Bucks, Horse Dealer June 17
at 3 30 1, St Aldate's, Oxford
SOUTHCOOT, CHARLES FORBES, Winchester, Cabinet Maker
June 17 at 2 Off Rec, Midland Bank chambers, High
st, Southampton
TARRANT, CHARLES WILLIAM, Sheerness, Kent, Outfitter
June 19 at 3 15 77, High st, Rochester
TURNER, WALTER, Lowestoft, Fish Merchant June 16 at
10 15 Lovewell & Co, South Quay, Great Yarmouth
WELFORD, LEONARD CHARLES CRANSTON, Lausanne rd,
Peckham June 17 at 11 30 Bankruptcy bldgs,
Carey st
WILSON, GEORGE CRATE, High Holborn, Grocer June 17
at 12 Bankruptcy bldgs, Carey st
WOODS, FREDERICK, Kegworth, Leicester, Boot Dealer
June 16 at 11 Off Rec, 1, Barridge st, Leicester

ADJUDICATIONS.

BAKER, ELIZA, Malton, Yorks Scarborough Pet June 4
Ord June 4
BARCLAY, JAMES, Rotherham, Electro Plate Manufacturer
Sheffield Pet May 12 Ord June 4
BROWN, JAMES, Twyford, Southampton, Butcher Win-
chester Pet May 22 Ord June 5
BURGESS, WILLIAM, Arnold, Notts Nottingham Pet June
6 Ord June 6
CLARK, CHARLES, Ipswich, Baker Ipswich Pet June 5
Ord June 5
CLARK, CHARLES EDWARD, Scarborough Scarborough
Pet May 26 Ord June 5
COATES, JOHN, Jun, Coventry, Firewood Merchant Cov-
entry Pet June 5 Ord June 5
COLES, ERNEST, Liskeard, Cornwall, Saddler Plymouth
Pet June 5 Ord June 5
COURT, GEORGE, Maidstone, Dairy Farmer Maidstone
Pet May 13 Ord June 5
COVINGTON, FREDERICK WILLIAM, Croydon, Surrey,
Auctioneer Croydon Pet May 11 Ord June 4
DANCY, JAMES, Fishguard, Pembroke, Grocer Pembroke
Dock Pet June 5 Ord June 5
DENHAM, FREDERICK JOHN, Old Fletton, near Peter-
borough, Farmer Peterborough Pet June 6 Ord
June 6
FINE, LOUIS, Bristol, Furniture Dealer Bristol Pet May
20 Ord June 5
FIRTH, GEORGE ALBERT, Hartlepool, Joiner Sunderland
Pet May 30 Ord May 30
HARPER, MARGARET, Ditton Priory, nr Bridgnorth Shrews-
bury Pet June 6 Ord June 6
HATHAWAY, JAMES, and JOHN HATHAWAY, Kingswood,
Glos, Boot Manufacturers Bristol Pet May 18 Ord
June 4
HIGGINS, ALBERT SWANSEA, Fancy Goods Dealer Swansea
Pet June 5 Ord June 5
IRVING, JAMES, Worthington, Boiler Smith Cuckermouth
Pet June 2 Ord June 2
LAWSON, ALBERT EDWARD, Coventry, Journeyman Baker,
Coventry Pet June 5 Ord June 5
LAYTON, GEORGE, Leeds, Engine Driver Leeds Pet Oct 20
Ord June 5
LEWIS, ALFRED JOHN, Sutton Coldfield Professional
Golfier Birmingham Pet June 4 Ord June 4
RAYNER, GEORGE THOMAS, Dymchurch, Kent, Farmer
Hastings Pet June 4 Ord June 4
REYNOLDS, WILLIAM, Brigstock, Northampton, Blacksmith
Peterborough Pet June 5 Ord June 5
ROBINSON, ERNEST WILLIAM, Great Grimsby, Journeyman
Tailor Great Grimsby Pet June 4 Ord June 4
SIBLEY, GEORGE, Wincanton, Somerset, Decorator
Yeovil Pet June 5 Ord June 5
SIMMONDS, CHARLES HENRY, King st, Cheapside, Enquiry
Agent High Court Pet June 6 Ord June 6
SMITH, HUBERT, Winslow, Bucks, Horse Dealer Banbury
Pet May 15 Ord June 5
SOUTHCOOT, CHARLES FORBES, Winchester Cabinet
Maker Winchester Pet June 5 Ord June 5
WINTERTON, CHARLES GEORGE, Aldworth, Berks, Publican
Oxford Pet May 13 Ord June 5
YOUNG, JOSEPH WATSON, Malvern Wells, Worcestershire,
Watchmaker Worcester Pet June 4 Ord June 4

ADJUDICATION ANNULLLED.

SWANSON, WILLIAM THOMAS, King Edward rd, South
Hackney High Court Adjud, Mar 6, 1914 Annul
May 21, 1914

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